

1997

Delbert M. Dickemore and Donna Penrod,
Trustees of the Dickemore Family Revocable Trust
v. Glen N. Dickemore and Myrla Dickemore,
Trustees of the Glen N. and Myrla Dickemore
Trust : Brief of Appellant

Utah Court of Appeals

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Recommended Citation

Brief of Appellant, *Dickemore v. Dickemore*, No. 970237 (Utah Court of Appeals, 1997).
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UTAH COURT OF APPEALS
BRIEF

UTAH
IN THE SUPREME COURT OF THE
STATE OF UTAH

DOCKET NO. 970237-CA IN THE SUPREME COURT OF THE
STATE OF UTAH

DELBERT M. DICKEMORE
and DONNA PENROD, Trustees
of the Dickemore Family
Revocable Trust, et al.,
Plaintiffs
Appellants,

v.

GLEN N. DICKEMORE
and MYRLA DICKEMORE,
Trustees of the Glen N. &
Myrla Dickemore Trust,
Defendants
Appellees
Counter-complaintants
and Cross-complaintants

No. 96054
940900453

Priority of Argument (15)

97-0237 CA

BRIEF OF APPELLANTS

This appeal is from a final Order of the
Second Judicial District Court of
Weber County, State of Utah
THE HONORABLE BRENT WEST
DISTRICT COURT JUDGE

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MAR 17 1997

CLERK SUPREME COURT
UTAH

LIST OF PARTIES

Appellants	Delbert M. Dickemore	Plaintiff and Counter-Defendant and Cross-Defendant
	Donna D. Penrod	Plaintiff and Counter-Defendant and Cross-Defendant
	Roland Dickemore	Cross-Defendant
	Robert Bennett	Cross-Defendant
	Joyce D. Bennett	Cross-Defendant
	Carolyn Davis	Cross-Defendant
Appellees	Glen M. Dickemore	Defendant, Counter- Complainant and Cross-Complainant
	Myrla K. Dickemore	Defendant, Counter- Complainant and Cross-Complainant

TABLE OF CONTENTS

	<u>Page</u>
TABLE OF CONTENTS	i
TABLE OF AUTHORITIES	ii
JURISDICTION	1
STATEMENT OF ISSUES	1
STATEMENT OF THE CASE	2
A. NATURE OF THE CASE	2
B. DISPOSITION OF THE CASE BELOW	2
STATEMENT OF FACTS	4
SUMMARY OF ARGUMENT	11
ARGUMENT	12
POINT I THE COURT'S DISPROPORTIONATE DISTRI- BUTION OF TRUST ASSETS TO THE TRUST BENEFICIARIES WAS CONTRARY TO THE DISPOSITIVE TERMS OF THE TRUST AGREEMENT AND A TOTAL FRUSTRATION OF THE TRUSTORS' CLEAR INTENT	12
POINT II THE COURT AND ALL PARTIES DURING THE TRIAL WERE GROSSLY MISTAKEN AS TO THE RELATIVE VALUES OF THE FIVE PARCELS OF FARM GROUND	13
POINT III THE COURT'S FINAL DECISION HAS CLOUDED THE TITLE TO PARCEL #5 WHICH WAS ORDERED TRANSFERRED AND SOLD TO BONA FIDE PURCHASERS FOR VALUE	15
CONCLUSION	16
ADDENDA	19

TABLE OF AUTHORITIES

<u>Cases</u>	<u>Page</u>
<u>Gillmour v. Wright</u>	2
<u>Crimmons v. Simonds</u>	2
Utah Rules of Civil Procedure, Rule 60(b)	3,15

**DELBERT M. DICKEMORE
and DONNA PENROD, Trustees
of the Dickemore Family
Revocable Trust, et al.,
Plaintiffs and Appellants,**

v.

Priority of Argument (15)

1

deference but should review it for correctness. Gillmour v. Wright, 850 P.2d 431 (1953); Crimmons v. Simonds, 636 P.2d 478 (1981).

2. Did the trial court err in refusing to vacate its decision based upon mistaken values? Because the trial court's holding was a conclusion of law, this court need accord it no deference but should review it for correctness. Gillmour v. Wright, supra.

3. Did the trial court err in apparently rescinding its previous orders directing the sale of Parcel #5 with the residence after the court was informed that the parcel and the residence had been sold pursuant to the court's previous orders? Because the court's holding was a conclusion of law, this court need accord it no deference but should review it for correctness. Gillmour v. Wright, supra.

STATEMENT OF THE CASE

A. Nature of the Case.

This is an appeal from a final order of the Second Judicial Court, State of Utah, Weber County, Ogden Department, by which the court divided disproportionately trust assets among equal trust beneficiaries. (R. 187).

B. Disposition of the Case Below.

The action was commenced by the trustees of the Dickemore Family Trust to compel the defendants to retransfer to the trustees a one hundred foot parcel of highway frontage in order to permit

the sale of the Dickemore residence which had mistakenly been deprived of highway frontage. (R. 001). Defendants answered by denying the necessity of the retransfer and counter-claimed and cross-claimed for the reimbursement of certain expenses and the equitable distribution of the Dickemore farm property. (R. 013, 022 and 027).

Trial was held July 27 and 28, 1995, following which the trial court entered a decision, entered August 3, 1995, ordering the reconveyance of the Dickemore residence and the adjoining Parcel #5 frontage property in order to permit the sale of the residence. (R. 081). Following the decision the court made findings of fact and conclusions of law on plaintiffs' complaint, ordering the retransfer to the trustees of Parcel #5 fronting the Dickemore residence in order to permit the sale thereof. (R. 101). Findings of fact and conclusions of law on just the original complaint followed on December 13, 1995. (R. 101).

The court entered its final decision, including its own findings of fact and conclusions of law, one year following the trial on or about July 29, 1996, reversing its previous orders to reconvey Parcel #5 and distributing the Dickemore farm property and the proceeds from the residence sale disproportionately among the three Dickemore brothers. (R. 192). Defendants objected to the decision and requested clarification. (R. 194). Plaintiffs and cross-defendants moved to vacate the decision under Rule 60(b), Utah Rules of Civil Procedure. (R. 219). On October 23, 1996, the

court entered its order denying the motion to vacate the court's decision. (R. 243) from which appellants appealed. Defendants have filed a cross-appeal. (R. 250).

STATEMENT OF FACTS

Appellants, Donna D. Penrod, Delbert M. Dickemore, Roland D. Dickemore, Joyce D. Bennett, Carol Lynn Davis, and defendant Glen N. Dickemore are the six surviving children of Amelia Dickemore who died January 9, 1991.

All assets of Amelia's estate were subject to an inter vivos trust executed by Amelia and her husband Adam on March 28, 1982, which was amended July 19, 1990. (Addenda 1 and 2 and Exhibits 1p and 2p). Two of Amelia's children, Donna D. Penrod and Delbert M. Dickemore, were designated trustees with power to subdivide and sell trust property. Amelia's trust essentially provided that her daughters "receive an equal share of the remaining cash and evidences of indebtedness"; and that her sons "receive an equal share of the real property"; however, her residence was to be "divided equally among all of my then surviving children". (R. 065-066). All six of her children survived her.

More than four years were consumed in attempting to resolve disputes with one sibling, the defendant Glen N. Dickemore, over loan principal and interest owed by said defendant, the sale of their mother's residence and the division of the farm land. Characteristic of all the disputes were the odds of one against five. These disputes were exacerbated by the trustees' two-year

attempt to sell the residence in 1994 after the trustees had mistakenly distributed all the other real property to the three sons as equal tenants in common without reserving for the residence an adequate frontage of 100 feet on an improved road as required by the local Pleasant View subdivision ordinance. Barred by the ordinance from selling the residence, the trustees leased it in 1994 subject to the lessees' purchase option exercisable when the residence could be sold with the requisite 100 feet of road frontage added to the residential lot. (Addendum 3 and Exhibit 6p).

Glen Dickemore refused the trustees' request to reconvey to the trust sufficient land to permit the sale of the residence. The parcel requested was the only Dickemore property deeded to the three brothers that could be added to the residence to bring it into compliance with the city ordinance. (Exhibit 4p). Consequently, on September 22, 1994, after dickering with Glen for more than two years, the trustees sued to compel Glen and his wife, who then held Glen's share of the co-owned property as joint trustees, to reconvey 100 feet of road frontage to the trustees. (R. 001).

The defendants answered the trustees' complaint by denying the necessity of the reconveyance and subsequently filing a counterclaim against the trustees and a cross-complaint against all the siblings of defendant Glen N. Dickemore (and two of their spouses) claiming funds owed to Glen for his share of rents and crop sale proceeds and requesting the court to divide the farm

ground "equitably" among the three brothers. (R. 013, 022 and 027). Replies on behalf of the other siblings alleged that the counterclaim and the cross-complaint of defendants were without merit because of Glen's personal conversion of crops and rental payments and his cancellation of a farm lease agreement; however, the other two brothers did agree to an equitable division of the farm land by the court.

Following a two day trial the court signed its first written decision on August 2, 1995, affirming the mistake of the trustees in not reserving sufficient land for the road frontage and ordering the sale of Parcel #5 with the residence. (Addendum 4 and R. 081-084). On December 13, 1995, the court entered findings of fact and conclusions of law on the original complaint and answer (Addendum 5 and R. 101-104), followed by an order entered January 21, 1996, directing all three Dickemore brothers and Glen's wife to convey Parcel #5 to the trustees to permit them to complete the sale of the residence. (R. 123-124). Defendant Glen N. Dickemore's refusal to comply with this order resulted in the court's issuing an additional order dated February 21, 1996, directing the defendants to reconvey Parcel #5 to the trustees (R. 143), thereby preventing the buyers from having to pay a third loan application fee. (R. 201).

Because of the clarity of the court's decision of August 2, 1995, followed by its formal findings and specific orders to defendants, the Dickemore trustees and the buyers, Monty and Vicky

Young, entered into a second contract of sale for the Dickemore residence and Parcel #5. (Addendum 6 and R. 204-206). The closing of this sale was delayed for more than six months because of defendants' refusal to comply with the court's orders. The sale finally closed February 23, 1996, (R. 155-156), by the buyers' payment of \$77,900.00 to the court which did not release the funds and the deeds until August 17, 1996. (R. 218, 237). At closing the trustees executed two warranty deeds to the Youngs, one for Parcel #5 and one for the residence, both of which were immediately recorded. (Addenda 7 and 8). A deed of trust from the Youngs to Chase Manhattan Mortgage Corporation for the residence and one-half of Parcel #5 was also recorded on the closing date. (Exhibit 6p).

To facilitate the equal division of the farm ground among the three brothers, an appraisal of the five farm parcels had been obtained in December, 1993, which was orally accepted during the trial by all parties, including the court, because, as it was assumed, the appraisal reflected the relative values of the separate parcels to each other. These values were used exclusively by the court in its allocation of land and money among the three brothers, apparently justifying a very low value for the pasture land without road frontage as compared to the better farm land with road frontage to which higher values had been assessed. All parties their counsel and the court recognized this supposed disparity in the parcel values by assuming that the 39.6 acre pasture was less than one-fourth as valuable per acre as Parcel #3. In fact,

counsel for defendants characterized Parcel #1 as "the crappiest piece of property, the driest piece of property, and the property that has no frontage on any side and is surrounded by railroad tracks...." (R. 756). This assumed disparity in value was the reason the court ordered the distribution to Glen of essentially all of the three brothers' share of the cash proceeds from the house sale. (R. 191-192). In other words, the court ordered distributions to Glen of one-half of the land, one-half of the water shares and essentially all of the three brothers' share of the proceeds from the residence sale.

The court in all three of its written decisions assigned the following values to the five separate parcels without any consideration as to the size of each. (R. 081-083, 165-168, 187-193).

Parcel #1	39.60 acres	\$48,000
Parcel #2	16.02 acres	\$32,000
Parcel #3	18.89 acres	\$70,000
Parcel #4	5.29 acres	\$38,000
Parcel #5	<u>1.00 acres</u>	<u>\$ 1,500</u>
Totals	80.80 acres	\$189,500

The per acre appraisal values, used by the Court, were as follows:

Parcel #1	\$1,212.12 @ acre X 39.60	=	\$48,000.00
Parcel #2	\$1,997.50 @ acre X 16.02	=	\$32,000.00
Parcel #3	\$3,705.66 @ acre X 18.89	=	\$70,000.00
Parcel #4	\$7,183.36 @ acre X 5.29	=	\$38,000.00
Parcel #5	\$1,500.00 @ acre X <u>1.00</u>	=	<u>\$ 1,500.00</u>
Totals	80.80	=	\$189,500.00

During the trial counsel for defendants submitted a \$259,500 offer to the court to purchase all of the Dickemore farm property and the residence. (Addendum 9, Exhibit 29d and R. 629-

630). The offer included \$79,500.00 for the residence and \$180,000 for the farm ground which was less than the \$189,500 value assumed by the court for the five parcels of farm property. The court rejected this offer.

The court initially ordered the allocation of Parcel #1 to Glen, Parcels #2, #3 and #4 to be divided between Delbert and Roland, and Parcel #5 to be sold with the residence. Only in regard to the allocation of water shares did the court consider the actual acreage of the parcels, allocating approximately one-half of the water shares to Glen to go with Parcel #1 because it comprised about half of the acreage. (R. 167).

In regard to the brother's one-half interest in the residence sale proceeds, the court ordered the brothers' \$35,142.06 share (R. 155, 191) distributed as follows:

Glen	\$32,548.33	(Tr. 702)
Roland	\$ 7,953.33	
Delbert	- \$ 1,551.67	
Total ordered:	\$38,949.99	

In other words, the court ordered a distribution of \$3,807.94 more than the entire brothers' share of the sale proceeds. (R.155).

Prior to the court's final decision of July 29, 1996, it became clearly evident that the court and the parties had been grossly mistaken at the time of trial in regard to the relative values of the five Dickemore parcels because there had been confidential negotiations for the sale and purchase of land in the

immediate vicinity of Parcel #1, for \$5,500 per acre. In fact, one month prior to the trial in the instant case, a Salt Lake real estate developer's offer of \$5,500 per acre for 22.4 acres, located near Parcel #1, had been accepted by Weber County. (Addendum 10). That sale closed January 11, 1996, more than six months prior to the court's final decision. (Addendum 11). This sale indicates quite clearly that the value of Parcel #1 alone at the time of the trial was probably in excess of \$200,000, not \$48,000. The great significance of this fact is that Parcel #1 had not increased in value from the time of the trial to the date of the court's final decision.

Prior to the court's entering its final decision the court informed the real estate agent who had handled the sale by Weber County on June 27, 1995, that Parcel #1 would be distributed to Glen N. Dickemore. Immediately that agent prepared an option-offer to Glen for purchase of Parcel #1 for \$217,800, not \$48,000. (Addendum 12). This offer and the previous sale of adjoining property were disclosed to plaintiffs for the first time during July, 1996.

Upon discovery of this actual value of Parcel #1, which was more than one and one-half times greater than the court's assumed value of all the combined farm property, a motion to vacate the final decision was filed on August 16, 1996, on behalf of the two Dickemore brothers, Delbert and Roland. (R. 219-227). This

motion was rejected by the trial court in its final order of October 23, 1996. (R. 243-244).

After Parcel #5 had been sold and conveyed by warranty deed to Monty and Vicky Young, the court reversed itself in its final decision of July 29, 1996, holding that Parcel #5 is "neither divisible nor sellable". Consequently, the court awarded an undivided interest in the "entire parcel" to each of the three brothers (Addendum 13 and R. 192) in spite of the fact that the title to Parcel #5 had been vested pursuant to previous court orders in Monty and Vicky Young, as joint tenants, subject to various easements and a trust deed in favor of Chase Manhattan Mortgage Corporation for \$77,686. (Addendum 14).

In summary, the trial court has mistakenly and unfairly distributed one-half of all the farm acreage to defendant Glen Dickemore and nearly all of the sale proceeds from the Dickemore residence.

SUMMARY OF ARGUMENT

The most evident fact in the instant case is that the trial court and all parties were absolutely mistaken as to the relative values of the Dickemore farm parcels. Had anyone had the slightest inkling that Parcel #1, comprising one-half of the total farm acreage, was in fact at the time of the trial worth more than the 1993 appraisal of the entire farm, there never would have been an oral stipulation that the appraisal values should be used for the purposes of equal division among the Dickemore brothers. The

most salient point in the instant case is that the greater value of Parcel #1 was not due to any increase in value after the trial. It was worth more than the whole farm appraisal before the trial.

The court was remiss in its duty to honor the trustors' intent and to literally ignore the dispositive provisions of the trust agreement when it became evident to the court that its mandated distributions to the Dickemore brothers were grossly disproportionate and manifestly unfair. Additionally, the contradictory orders of the court have clouded the title to land ordered sold by the court to bona fide purchasers for value and have jeopardized the loan security of the buyers' lender.

ARGUMENT

POINT I: THE COURT'S DISPROPORTIONATE DISTRIBUTION OF TRUST ASSETS TO THE TRUST BENEFICIARIES WAS CONTRARY TO THE DISPOSITIVE TERMS OF THE TRUST AGREEMENT AND A TOTAL FRUSTRATION OF THE TRUSTORS' CLEAR INTENT.

Integral to the duty of the trial court is its obligation "to carry out the intent of the trustor or trustors." Matter of Gerber 652 P.2d 937 (Utah 1982). Although the court in the instant case acknowledged that the easier solution would be to sell the real property and divide the proceeds equally among the three brothers (Tr. 165), the court opted to divide the property in a disproportionate manner presuming that the relatively different appraisal values justified the disproportionate distribution. Consequently, the court ordered distributions to the defendant, Glen Dickemore, of approximately fifty percent of the real property

and ninety percent of the cash proceeds from the sale of the residence. Such an inordinate distribution to one beneficiary violates totally the terms of the trust agreement and the clearly expressed intent of the trustors. The court recognized this fact by stating, "Part of the difficulty I have with this case is I have the intent of the parents which is clear, and that is that each son should receive an equal amount". (Tr. 856).

The court's error becomes especially magnified by the fact that the court knew more than one month prior to its final decision that the value of Parcel #1 was considerably greater than \$48,000, thereby altering radically the relative values of the farm parcels in respect to each other. (Tr. 875). During the trial the defendant Glen Dickemore emphatically stated his willingness to have all the farm ground sold and the proceeds distributed equally as the trust provided. (Tr. 300). This was especially true if Glen couldn't receive all the land he wanted which was more than sixty percent of the farm. (Tr. 301, 585, 694). Both the demands of justice and the judicial obligation to carry out the intent of the trustors militate heavily against the very discriminatory distribution ordered by the court in favor of a single beneficiary.

POINT II: THE COURT AND ALL PARTIES DURING THE TRIAL WERE GROSSLY MISTAKEN AS TO THE RELATIVE VALUES OF THE FIVE PARCELS OF FARM GROUND.

Common to all decisions made by the trial court was the assumed fact that Parcel #1 had a value of only \$48,000. Based on that factual assumption the court awarded one-half of all the farm

ground and over ninety percent of the residence sale proceeds to only one son. There was at that time and for several months following the trial no contemplation on the part of any of the parties, or the court, that a meteoric rise in the real value of Parcel #1 would occur prior to the court's final decision. In fact, the defendant Glen Dickemore was willing to sell Parcel #1, the other parcels of farm ground and the residence for only \$259,500 which was more than \$20,000 less than the court's assumed values of the same property. (Tr. 698). Four months later defendant and his counsel were still of the same opinion as to the relative values of the respective parcels because defendant's counsel characterized Parcel #1 as "the crappiest piece of property". (Tr. 756).

The true value of Parcel #1 was determined by the sale of nearly adjoining property by the Weber County Corporation to Saunders Investment Company on June 27, 1995, a month prior to the trial in the instant case. The price was \$5,500 per acre for 22.4 acres (Addendum 10). This sale was closed January 12, 1996, more than six months before the court's final decision in the instant case. (Addendum 11).

This sale is clearly indicative of the true value of Parcel #1 prior to the trial, and more importantly, it indicates the great disparity in the relative values of the different farm parcels. Parcel #1 was the most valuable parcel - not just since the trial, but also prior to the trial. It was not just a

comparable value to Parcel #1 of which the court was aware prior to its final decision, but the actual fair market value of Parcel #1 had also been clearly established prior to that decision. In fact, the maker of a written offer of \$217,800 had even approached the court to determine which of the Dickemore brothers was to receive Parcel #1. After the court informed the offeror, he made a \$217,800 offer for Parcel #1 to Glen. (Addendum 12).

Consequently, the court's final decision based upon a 1993 appraisal was simply a mistake for which there must be a judicial remedy under U.R.C.P. 60(b).

POINT III: THE COURT'S FINAL DECISION HAS CLOUDED THE TITLE TO PARCEL #5 WHICH WAS ORDERED TRANSFERRED AND SOLD TO BONA FIDE PURCHASERS FOR VALUE.

The trial court made multiple orders for the Dickemore brothers to reconvey Parcel #5 to the Dickemore trustees in order that the residence could be sold. (R. 081-083, 101-104, 153-154, 157-158 and 779-780). In response to these multiple orders and the court's specific deadline for the defendants to sign the deed to the trustees, Parcel #5 was finally transferred to the trustees to be sold with the residence to Monty and Vicky Young. The conveyances from the trustees to the Youngs were by warranty deeds (Addenda 7 and 8), allowing the Youngs to execute a trust deed for the properties to Chase Manhattan Mortgage Corporation to secure the Young's loan for the purchase proceeds. (Addendum 14). The court was well aware of the trustees' sale to the buyers. (Tr. 779-780, 789-790). In fact, the court held the deeds and the sale

proceeds for approximately six months, from February 23, 1996, to August 17, 1996, when the court ordered the release of the funds without interest to the trustees and the deeds to the Youngs. (R. 201-203, 218 and 240). All of Parcel #5 is still vested in Monty and Vicky Young, as joint tenants, subject to multiple easements and the said trust deed.

In its final decision, however, the trial court reversed its prior orders to convey Parcel #5 to the trustees by simply stating that it was "neither divisible nor sellable" and awarded an undivided equal interest in the "entire parcel" to the three brothers. (Addendum 13). This most unsettling decision clouds the title of the Youngs and jeopardizes the security interest of Chase Manhattan Mortgage Corporation. The further disastrous consequence of this unsettling order is that the Dickemore residence is back in violation of the Pleasant View City ordinance requiring one hundred feet of frontage on an improved road, illustrating in a most unsettling manner the axiom, "What a court giveth, it may also taketh away." It almost goes without saying, that the trial court's final decision should be reversed - especially before the holder of the trust deed discovers that most of its security interest may have evaporated by court decree.

CONCLUSION

Because of the extraordinarily unfair court mandated distributions of the Dickemore farm and the unsettling impact of the court's final decision on vested real estate titles, the trial

court's final decision of July 29, 1996, should be reversed, and the unsold portions of the Dickemore farm should be ordered sold to provide an equal distribution to the three Dickemore brothers.

DATED this 17th day of March, 1997.

PARKER, THORNLEY & CRITCHLOW

by 

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Attorneys for Appellants
2610 Washington Boulevard
P. O. Box 107
Ogden, Utah 84402
Telephone: (801) 399-3303

CERTIFICATE OF SERVICE

This is to certify that four copies of the forgoing BRIEF OF APPELLANTS, were hand delivered this 17th day of March, 1997, to Merlin G. Calver, 2650 Washington Boulevard, Ogden, Utah 84401.



William J. Critchlow, III

ADDENDA

- ADDENDUM 1 Dickemore Family Trust Agreement, dated March 27, 1987.
- ADDENDUM 2 Amendment to Trust Agreement, dated July 19, 1990.
- ADDENDUM 3 Real Estate Purchase Contract, Monte & Vicki Young, October 2, 1994.
- ADDENDUM 4 Court Decision, dated August 2, 1995, entered August 3, 1995.
- ADDENDUM 5 Findings of Fact and Conclusions of Law, entered December 13, 1995.
- ADDENDUM 6 Real Estate Purchase Contract, Monte & Vicki Young, November 1, 1995.
- ADDENDUM 7 Warranty Deed, Trustees to Monte & Vicki Young, Parcel 5.
- ADDENDUM 8 Warranty Deed, Trustees to Monte & Vicki Young, Residence.
- ADDENDUM 9 \$259,500 Offer of Russell Child to purchase all Dickemore real property, dated July 30, 1995.
- ADDENDUM 10 Weber County/Saunders Real Estate Contract, dated June 27, 1995.
- ADDENDUM 11 Weber County/Saunders Closing Statement, dated January 11, 1996.
- ADDENDUM 12 Offer to Glen N. Dickemore of \$217,800 for Parcel No. 1.
- ADDENDUM 13 Court Decision, dated July 29, 1996.
- ADDENDUM 14 Deed of Trust in favor of Chase Manhattan Mortgage Corporation, dated February 23, 1996.

TRUST AGREEMENT

establishing the DICKEMORE FAMILY TRUST
entered into by.

ADAM DICKEMORE AND EMMA AMELIA DICKEMORE
hereinafter collectively referred to as Grantor

and

ADAM DICKEMORE,
EMMA AMELIA DICKEMORE

and

DELBERT DICKEMORE
hereinafter collectively
referred to as Trustee.

Ogden
Exhibit P1
Name Dickemore
Case # 95409-453
Date Received 7-27-95

FAMILY DATA

GRANTOR

ADAM DICKEMORE
and EMMA AMELIA DICKEMORE

CHILDREN OF GRANTOR

DONNA PENROD
DELBERT DICKEMORE
JOYCE BENNETT
GLEN N. DICKEMORE
CAROLYN DAVIS
ROLAND DICKEMORE

PLACE OF RESIDENCE

Pleasant View, Utah
Ogden, Utah
Layton, Utah
Ogden, Utah
North Ogden, Utah
Ogden, Utah

Article I

ESTABLISHMENT OF TRUST

A. DECLARATION OF TRUST. Trustee hereby declares that Grantor has transferred and delivered to Trustee, without consideration, all of Grantor's right, title and interest in and to the property described in Schedule "A", attached hereto and by this reference incorporated herein, which property, including the proceeds of any life insurance as and when received by Trustee, as invested and reinvested, shall constitute the Trust Estate and shall be held, administered and distributed as hereinafter provided.

B. ADDITIONAL PROPERTY. Grantor, or any other person, may at any time transfer and deliver to Trustee, in addition to the property listed in Schedule "A" attached hereto, cash, securities and other property acceptable to Trustee, which property, including the proceeds of any life insurance as and when received by Trustee, as invested and reinvested, shall be added to the Trust Estate and shall be held, administered and distributed as hereinafter provided.

C. MANNER OF HOLDING TRUST ASSETS. Trust assets may be conveyed to, held by, and conveyed by Trustee in the name of the trust or in the name of Trustee. Record title of all assets held by an individual trustee shall show the trust relationship; provided, however, that this limitation shall not apply during such time as Grantor serves as Trustee.

D. EXECUTION OF INSTRUMENTS BY TRUSTEE. Any instrument executed by any of the Trustees shall be regarded binding for all purposes and no person dealing with them or any of them need inquire into their authority or the provisions of this instrument. This provision is for the benefit of persons dealing with Trustee.

Article II

RIGHTS OF GRANTOR

A. AMENDMENT AND REVOCATION. While living and competent, Grantor jointly or the survivor of them, shall have the right at any time or from time to time, without the consent of any person and without notice to any person other than Trustee, to revoke or modify the trust hereby created in whole or in part, or to change the beneficiaries thereof. While living and competent, either Grantor shall have the right at any time or from time to time withdraw the whole or any part of the Trust Estate contributed by that Grantor, and its proceeds and replacement property. Any such revocation, modification, change or withdrawal shall be made by filing written notice thereof with Trustee. Notwithstanding the provisions of this paragraph, the terms of this agreement may not be modified by Grantor, or the survivor of them, in such manner as to increase the obligations or alter the rates or the commissions of Trustee without its written consent.

B. RIGHT TO DIRECT. While living and competent, Grantor, or the survivor of them, shall have the right, at any time, or from time to time, to direct Trustee in writing with reference to the retention, sale or exchange, encumbrance, lease, management and control of any property of the Trust Estate, and with respect to the investment or reinvestment of any of the trust funds in any property that Grantor, or the survivor of them, may deem advisable. Upon receipt of any such written direction, Trustee shall comply therewith and shall not incur any liability by reason of so doing.

C. SUBSTITUTE TRUSTEES. While living and competent, Grantor, or the survivor of them, shall have the right, at any time or from time to time, to remove any or all trustees hereunder and to appoint a substitute or successor trustee or trustees, corporate or individual, to serve on such conditions as Grantor, or the survivor of them, may determine.

D. USE AND POSSESSION OF TRUST ASSETS. Grantor, or the survivor of them, shall have the right during their lifetime to possess and use, without rental or accounting to Trustee, all assets of the Trust Estate and may, in writing, at any time surrender such rights to the Trustee or by similar notice from time to time resume such rights. Trustee shall have no other responsibility as to said property which Grantor, or either of them, shall use and be in possession of.

Article III

DISPOSITIVE PROVISIONS

A. DISTRIBUTIONS. During the lifetime and competence of Grantor, or their survivor, Trustees shall distribute to or apply the net income and principal of the trust estate as directed by Grantors or their survivor. Any income not so directed to be distributed shall be retained in trust and invested by Trustees in their discretion.

B. INCAPACITY OR INCOMPETENCE OF GRANTORS. If either or both Grantors should become incapacitated or incompetent for any reason, Trustees may in their discretion pay to or apply for the benefit of said Grantors, or their survivor, such amounts of income and principal of the Trust Estate, up to the whole thereof, as Trustees may from time to time deem necessary and proper for the care, support, maintenance, medical expense and comfort of said Grantors or their survivor. Incapacity or incompetence of either or both Grantors shall be established by a written statement signed by an unrelated physician and one or more of the Trustees, or by court appointment of a guardian.

C. DEATH OF GRANTORS - DEBTS AND EXPENSES. After the death of either or both Grantors, Trustees may in their discretion pay from the Trust Estate such part or all of the following debts and expenses:

1. Due but unpaid debts of a deceased Grantor.
2. Debts of a deceased Grantor even though not currently payable.
3. Expenses incidental to the passing of either or both Grantors, including expenses of last illness, funeral, burial and the administration of properties owned at the date of death by either or both Grantors or by this trust.
4. All taxes arising out of, or because of, the death of either or both Grantors.

D. DEATH OF SURVIVING GRANTOR - DISTRIBUTIONS AND WITHDRAWALS. After the death of the surviving Grantor, Trustees shall distribute and apply the net income and principal of the Trust Estate as follows:

1. PERSONAL PROPERTY. All of the tangible personal property of Grantors, subject to this trust agreement at the time of the surviving Grantor's death, including, without limitation, household furniture and furnishings, appliances, carpets, silverware, books, pictures, paintings, personal effects, clothing, jewelry, cameras, sports equipment, automobiles, tools, and farming equipment shall be fully subject to withdrawal by Grantor's living children, share and share alike. It is specifically provided that such tangible personal property does not include within its definition money, evidences of indebtedness or securities.

2. SEPARATE CHILDREN'S TRUSTS. It is the intent of Grantors that after the payment of debts and expenses and the withdrawal of all personal property, as hereinabove provided, the remainder of the Trust Estate, consisting of cash, evidences of indebtedness, if any, and real property be divided so that Grantors' daughters receive an equal share of the remaining cash and evidences of indebtedness and Grantors' sons receive an equal share of the real property constituting a part of the Trust Estate. Accordingly, after the payment of such debts and expenses and the withdrawal of all personal property as hereinabove provided, Trustee shall divide the balance of said Trust Estate as follows: All cash and evidences of indebtedness, if any, shall be divided into equal shares, one for each daughter of Grantors then living and one for each of said daughters then deceased, leaving living descendants; further, all real property shall be divided into equal shares (in the form of undivided interests, not in kind), one for each son of Grantors then living and one for each son of Grantors then deceased, leaving living descendants. Each share shall constitute a separate trust to be designated by the name of the child of Grantors with respect to whom the share is allocated. These trusts shall be administered as trusts separate from each other; however, Trustee shall not be required to make a physical division of properties among the trusts. The trusts shall be administered by trustee pursuant to the following provisions:

a. BENEFICIARIES. The beneficiaries of each trust shall be Grantors' child for whom the trust is named and the descendants and dependents of such child.

b. RIGHTS OF WITHDRAWAL. Each child of Grantors shall have the right to withdraw his or her respective share when all expenses incidental to the passing of the surviving Grantor have been paid in full; provided, however, that no real property comprising an asset of any Trust Estate may be withdrawn or disposed of in any manner without the concurring approval of the majority in interest of Grantors' surviving sons.

c. ASSETS SUBJECT TO WITHDRAWAL. Trustees shall continue to administer any or all shares, subject to withdrawal but not so withdrawn, under the terms and provisions of this trust agreement and shall distribute the net income from any such trust or share to or for the use and benefit of the beneficiary for whom it is then held. The right to make such withdrawals shall be a continuing right until the termination of the trust, or the death of the beneficiary holding such right, whichever event shall first occur, and such right shall include the power to appoint such portions of the principal of the Trust Estate subject to withdrawal, either during lifetime by a written directive delivered to Trustees or at death by Last Will and Testament which specifically refers to this power to appoint shares subject to withdrawal.

d. DISTRIBUTION TO DESCENDANTS. Upon the death of a child of Grantors, or lawful descendant of a deceased child of Grantors for whom a share is then held, such share, to the extent not withdrawn or appointed as hereinabove provided, shall be apportioned in partial shares among his or her living lawful descendants upon the principle of representation, which partial shares shall be held, administered and distributed as

separate trusts so held, the net income and principal of each such trust shall be distributed to or for the use and benefit of such descendant in the discretion of Trustees for the purpose of providing such descendant with care, support, maintenance, medical care and education until such descendant shall attain the age of 21 years.

e. NO DESCENDANTS. Upon the death of each child of Grantors for whom a share is then held, leaving no living lawful descendants, such share, to the extent not withdrawn or appointed as hereinabove provided, shall go to augment equally the other shares then held and those previously distributed in whole or in part, upon the principle of representation of the nearest ancestor of such deceased child, not more remote than Grantors, then having living lawful descendants.

Article IV

TRUSTEE

A. DEFINITION. The term "Trustee" as used herein refers to individual Trustees and/or a corporate trustee as provided herein. The original Trustee hereunder shall be a composite trustee consisting of Grantors and Grantors' son, DELBERT DICKEMORE. Except as otherwise provided herein, if any of the individuals specified hereinabove as Trustee shall fail to qualify as Trustee hereunder, or for any reason should cease to act in such capacity or be unable to act in such capacity, the successor or substitute trustee shall be the survivor of survivors of them.

B. RIGHT OF INDIVIDUAL TRUSTEE TO APPOINT A SUCCESSOR TRUSTEE. In the event of the death or incompetence of Grantor, should both of the individuals collectively referred to as Grantor herein, who are also serving as original Trustees, cease to act in such capacity, the successor or substitute trustee shall be such individual or corporate trustee as the surviving individual trustee shall appoint. In arranging for the services of a corporate trustee, such individual trustee may vary the administrative provisions hereof. If all of said individuals should fail to qualify as trustee hereunder or for any reason such cease to act in such capacity, the successor or substitute trustee shall be that person or corporate entity qualified to do business in the United States of America which shall be designated in a written instrument filed with the court having jurisdiction over this trust and signed by a majority of Grantors' living adult children, or if they fail to act, by the court having jurisdiction over this trust. The term "Trustee" shall apply equally to the Trustee named herein and to any successor or substitute trustee acting hereunder, and any such successor or substitute trustee shall possess all the rights, powers, duties, authority and responsibility conferred upon the trustee originally named herein.

C. BOND. None of the trustees named herein, individually or collectively, shall be required to furnish bond for the performance of their duties as trustees.

D. COMPENSATION. Trustee shall receive, unless waived, a reasonable compensation for its services in administering and distributing the trust property pursuant to the terms hereof, and reimbursement for expenses.

E. RESIGNATION OF TRUSTEE. Any Trustee appointed hereunder shall have the right to resign at any time and a successor, substitute or alternate trustee may be appointed pursuant to the terms of this instrument.

F. REMOVAL. Any trustee may be removed by Grantor as hereinabove provided.

G. RECORDS AND ACCOUNTINGS. Trustee shall keep accurate written records and accounts and shall furnish annually accountings to Grantor, or if Grantor is deceased or incompetent, to the beneficiaries of this trust. Grantor, during Grantor's lifetime, may waive the requirement of this paragraph.

H. RESPONSIBILITY OF SUCCESSOR TRUSTEE. No Successor Trustee shall have any responsibility for acts or omissions of any prior Trustee, and no duty to audit or investigate the accounts or administration of any such Trustee, nor, unless in writing requested to do so by a person having any present or future beneficial interest under this trust, shall any Successor Trustee have any duty to take action to obtain redress for breach of trust.

Article V

POWERS AND DISCRETIONS OF TRUSTEE

A. GENERAL POWERS. Trustee shall have such powers as may now or hereafter be conferred upon it by law, or which may be necessary or proper to enable it to administer this trust in accordance with the provisions of this instrument.

B. SPECIFIED POWERS OVER INVESTMENTS. Trustee's investment powers shall include but not be limited to power to retain any asset or property, including interests in going businesses, received by it at any time from any source; to sell, convey, exchange, convert, improve, repair, develop, divide, subdivide, administer, manage, operate and control; to lease for terms within or beyond the duration of this trust; to make loans, borrow funds and pledge or hypothecate the trust property; to compromise and adjust claims in favor of or against the trust; to invest and reinvest the trust funds in any kind of property, whether or not of the character permitted by law for the investment of trust funds, specifically including, but not by way of limitation, preferred or common stocks, mutual funds and shares in common trust funds now or hereafter administered by Trustee for the investment of trust funds, life insurance policies and shares in savings and loans associations.

C. SPECIFIED POWERS OVER DISTRIBUTIONS. Trustee's powers over distributions shall include but not be limited to the power to make distribution or division of the trust property in cash or in kind or both, to allot different kinds of disproportionate shares of property or undivided interests in property among the beneficiaries or portions, to determine the value of any such property, and to sell such property as it deems necessary to make any division or distribution.

D. COURT APPROVAL NOT REQUIRED. All powers granted herein may be exercised without authorization or approval of any court and shall remain exercisable as a separate authority after the termination of any trust until actual or final distribution. Trustee shall not be required to file periodical accounts in any court.

E. DISCRETIONARY TERMINATION OF SMALL TRUSTS. If at any time any trust created hereunder has a fair market value as determined by Trustee of FIVE THOUSAND DOLLARS (\$5,000.00) or less, Trustee, in its absolute discretion, if it determines that it is uneconomical to continue such trust, may terminate such trust and distribute the trust property to the person or

persons then entitled to receive or have the benefit of the income therefrom or the legal representative of such person. If there is more than one income beneficiary, Trustee shall make such distribution to such income beneficiaries in the proportion in which they are beneficiaries or if no proportion is designated in equal shares to such beneficiaries.

F. DISTRIBUTIONS TO PERSONS UNDER LEGAL DISABILITY.

If at any time or from time to time any beneficiary entitled to receive income or principal hereunder shall be a minor, or under any legal disability, or a person whom Trustee deems to be unable to properly handle funds if paid to him or her directly, Trustee may make any such payments, in its discretion in any one or more of the following ways:

1. Directly to such beneficiary;
2. To the natural guardian, or to the legally appointed guardian, conservator or other fiduciary of the person or estate of such beneficiary.
3. To any person or organization furnishing care, support, maintenance or education for such beneficiary; or
4. By Trustees making expenditures directly for the care, support, maintenance or education of such beneficiary.

Trustee shall not be required to see to the application of funds so paid or applied and receipt of such payee shall be full acquittance to Trustee. The decision of Trustee as to direct payments or application of such funds shall be conclusive and binding upon all parties.

G. LIMITATION ON POWERS UNDER LIFE INSURANCE

POLICIES. No Trustee shall have any rights, powers, options, privileges, or incidents of ownership by which such Trustee would derive any economic benefit with respect to any insurance policies on the life of such Trustee held as a part of the Trust Estate.

Article VI

MISCELLANEOUS PROVISIONS

A. DEFINITIONS. Whenever it shall be necessary to interpret this instrument, the masculine shall include the feminine and the singular the plural unless the context indicates a different intent. The terms "children" or "descendants" shall include adopted children and also children conceived but not yet born provided they are thereafter born living.

B. RULE AGAINST PERPETUITIES. Anything herein to the contrary notwithstanding, if any trust created hereunder shall violate any applicable rule against perpetuities, such trust shall terminate on the expiration of the period permitted by such rule, at the end of which period the Trustees shall distribute any remaining portion of the trust property to the beneficiaries thereof in the proportions in which they are beneficiaries thereof.

C. UNCERTAIN SEQUENCE OF DEATH. Except as otherwise provided herein, for the purpose of this instrument, if Grantor and any beneficiary hereunder should die as a result of a common disaster or other circumstances which would render it doubtful as to which died first, it shall be conclusively presumed that said beneficiary predeceased Grantor.

D. SPENDTHRIFT PROVISIONS. The interest of any beneficiary in the principal or income of the Trust Estate shall not be subject to claims of his or her creditors, execution, or other process of law, and no beneficiary shall have any right to encumber, hypothecate or alienate his or her interest in the Trust Estate in any manner, except as provided for elsewhere herein. Trustee may however, deposit in any bank designated in writing by a beneficiary to his or her credit, income, or principal payable to such beneficiary.

E. SEVERABILITY. If any provision of this instrument shall be invalid or unenforceable, the remaining provisions shall nevertheless be carried into effect.

F. APPLICABLE LAW. This instrument shall be interpreted under the laws of the State of Utah.

IN WITNESS WHEREOF, the Grantor and Trustee have
executed this Trust Agreement at Ogden Utah, this 27th day
of March, 1987.

Adam Dickmore
ADAM DICKMORE
GRANTOR AND TRUSTEE

Emma Amelia Dickmore
EMMA AMELIA DICKMORE
GRANTOR AND TRUSTEE

Delbert Dickmore
DELBERT DICKMORE
TRUSTEE

STATE OF UTAH)
 : ss.
COUNTY OF WEBER)

On this 27 day of March, 1987,
personally appeared before me ADAM DICKMORE, EMMA AMELIA
DICKMORE and DELBERT DICKMORE, the signers of the foregoing
instrument, who duly acknowledged to me that they executed the
same.

Mary M. Summers
NOTARY PUBLIC
Residing at: Ogden Utah

My Commission Expires:

3-1-89

SCHEDULE "A"

To the Trust established between ADAM DICKEMORE and EMMA AMELIA DICKEMORE as Grantors and ADAM DICKEMORE, EMMA AMELIA DICKEMORE and DELBERT DICKEMORE, as Trustees, under agreement dated March 27, 1987.

Personal Property

All of Grantors' interest in Grantor's personal property, including, without limitation, household furniture and furnishings, appliances, carpets, silverware, books, pictures, paintings, personal effects, clothing, jewelry, cameras, sports equipment, automobiles, tools, and farming equipment. It is specifically provided that such tangible personal property does not include within its definition money, evidences of indebtedness or securities.

Real Property

The following described parcels of real property located in Weber County, Utah, to-wit:

Part of the West 1/2 of the Northwest Quarter of Section 25, Township 7 North, Range 2 West, Salt Lake Meridian, U.S. Survey: Beginning at a point 702 feet East of the Northwest corner of said Quarter Section, and running thence East 654.5 feet, more or less, to the East line of the West 1/2 of said Quarter Section, thence South 2640 feet, more or less, to South line of said Quarter Section, thence West 654.5 feet, more or less, to a place directly South of place of beginning, thence North 2640 feet, more or less, to the place of beginning. Containing 39.60 acres, more or less. TOGETHER with all water and water rights appurtenant thereto.

ALSO: Part of the Southwest Quarter of Section 24, Township 7 North, Range 2 West, Salt Lake Base and Meridian, U. S. Survey: Beginning 168.5 feet East, South 26°46' East 1026.4 feet and North 62°30' East 40 feet from the Northwest corner of said Quarter Section; running thence South 26°46' East 975.1 feet; thence North 47°30' East 33 feet; thence South 26°46' East 825 feet to a point 143.13 feet North 26°46' West from the South line of said Quarter Section; thence North 55°33' East 326.36 feet; thence North 30°30' West 813.12 feet; thence North 47°30' East to the West line of the State Highway; thence North 29°35' West

AMENDMENT TO THE REVOCABLE TRUST AGREEMENT
OF THE
DICKEMORE FAMILY TRUST

Ogden
Exhibit P2
Name Dickemore
Case # 959409-453
Date Received 7-27-95

AMENDMENT TO THE REVOCABLE TRUST AGREEMENT
OF THE
DICKEMORE FAMILY TRUST

I, EMMA AMELIA DICKEMORE, of Weber County, State of Utah hereby make, publish and declare this to be my First Amendment to the DICKEMORE FAMILY TRUST agreement executed by me on March 27, 1982.

ARTICLE ONE

First Amendment

I hereby revoke and annul Article III, paragraph D. of my Trust.

In lieu and in substitution of the current Article III, paragraph D., I direct that Article III, paragraph D., of my Trust shall be amended to read as follows:

D. DEATH OF SURVIVING GRANTOR - DISTRIBUTIONS AND WITHDRAWALS. After the death of the surviving Grantor, Trustees shall distribute and apply the net income and principal of the Trust Estate as follows:

1. PERSONAL PROPERTY. All of the tangible personal property of Grantors, subject to this trust agreement at the time of the surviving Grantor's death, including, without limitation, household furniture and furnishings, appliances, carpets, silverware, books, pictures, paintings, personal effects, clothing, jewelry, cameras, sports equipment, automobiles, tools, and farming equipment shall be distributed equally among Grantor's living children, share and share alike. It is specifically provided that such tangible personal property does not include within its definition money, evidences of indebtedness or securities. This distribution is expressly subject to the requirements of subparagraph D. 2.(a) and (c) below, and no distribution of any kind or any manner shall take place until subparagraph D. 2.(a) and (c) have been fully and completely complied with.

2. SEPARATE CHILDREN'S TRUSTS. It is the intent of Grantors that after the payment of debts and expenses and the withdrawal of all personal property, as hereinabove provided, the remainder of the Trust Estate, consisting of cash, evidences of indebtedness, if any, and real property be divided so that Grantors' daughters receive an equal share of the remaining cash and evidences of indebtedness and Grantors sons receive an equal share of the real property constituting a part of the Trust Estate. Accordingly, after the payment of such debts and expenses and the withdrawal of all personal property as herein provided, Trustee shall divide the balance of said Trust Estate as follows: All cash and evidences of indebtedness, if any, shall be divided into equal shares, one for each daughter of Grantors then living. Further, all real property shall be divided into equal shares (in the form of undivided interests, not in kind), one for each son of Grantors then living. Each share shall constitute a separate trust to be designated by the name of the child of Grantors with respect to whom the share is allocated. These trusts shall be administered as trusts separate from each other; however, Trustee shall not be required to make a physical division of properties among the trusts. The trusts shall be administered by Trustee pursuant to the following provisions:

(a) CREATION OF PERSONAL LETTER. In the event that there is in existence at the time of my death a written statement or list in my handwriting or signed by me, disposing of all or part of my tangible personal property (other than money, evidences of indebtedness, documents of title or securities, and property used in my trade or business) which is subject to the terms of this Trust and which has not otherwise been specifically disposed of hereunder, each such item of personal property shall be distributed to the person whose name is set forth on the list as the intended beneficiary of that item as his or her sole and separate property, as soon after my death as is reasonably practicable. The Trustees may consider such distributions in determining the nature and extent of any discretionary distributions authorized by this Trust Agreement; but no distribution to any beneficiary made pursuant to this paragraph shall reduce or be considered an advancement against any mandatory distribution to such beneficiary from the assets of the DICKEMORE FAMILY TRUST except as required by the list referred to herein.

(b) BENEFICIARIES. The beneficiaries of each trust shall be Grantor's child for whom the trust is named.

(c) RIGHTS OF WITHDRAWAL. Prior to any personal property being distributed from my home, including the assets described in my personal letter, as provided for in paragraph (a)

above, I direct that all my then living daughters shall be present, and they alone shall control the distribution of the personal property located in my home. Each child of Grantors shall have the right to withdraw his or her respective share when all expenses incidental to the passing of the surviving Grantor have been paid in full; provided, however, that no real property comprising an asset of any Trust Estate may be withdrawn or disposed of in any manner without the concurring approval of the majority in interest of Grantors' surviving sons.

(d) ASSETS AVAILABLE TO ALL SONS. Notwithstanding the foregoing, I direct that all equipment and tools held by this Trust shall be made available for the use of all of my sons. I further direct that all of my sons shall have access to the well located on the real property together with an equal share of the water flowing therefrom.

(e) ASSETS TO BE HELD IN TRUST. The Trustees shall continue to hold my principle place of residence together with the real property immediately surrounding said residence in the Trust. I direct that this property shall be made available for the use of ROLAND DICKEMORE and his family. If ROLAND DICKEMORE elects to live in this residence or make use of it, he shall be responsible for all assessments, costs, maintenance, and taxes for said residence. When ROLAND DICKEMORE passes away or if he elects to no longer use the residence, I direct that it shall be divided equally among all of my then surviving children.

(f) LOANS TREATED AS DEBTS PAYABLE TO DAUGHTERS. I have heretofore made loans to certain beneficiaries hereunder and I may make additional loans to them and other beneficiaries, a record of all of which shall be found in my personal letter or my other personal books and records. I hereby direct that all of such loans or other debts shall be charged with interest, if provided for in the promissory notes, against the respective recipients thereof, and shall be paid equally among my then living daughters on reasonable terms.

(g) ASSETS SUBJECT TO WITHDRAWAL. Trustees shall continue to administer any or all shares, subject to withdrawal but not so withdrawn, under the terms and provisions of this Trust agreement and shall distribute the net income from any such trust or share to or for the use and benefit of the beneficiary for whom it is then held. The right to make such withdrawals shall be a continuing right until the termination of the trust, or the death of the beneficiary holding

such right, whichever event shall first occur, and such right shall include the power to appoint such portions of the principal of the Trust Estate subject to withdrawal, either during the lifetime by a written directive delivered to Trustees or at death by Last Will and Testament which specifically refers to this power to appoint shares subject to withdrawal.

(h) DISTRIBUTION TO SURVIVING CHILDREN. If any of Grantor's children shall predecease the survivor of the Grantors, I direct that such deceased child's Trust Share, whether cash, evidence of indebtedness, personal or real property, to the extent not withdrawn or appointed as herein provided, shall be apportioned in partial shares among all of Grantors then living children, each child, regardless of gender, receiving one equal share.

(i) NON-CONTEST PROVISION. If any beneficiary shall contest, directly or indirectly, the validity of this Trust or of the deceased Grantors' Last Will or joins others in contesting their validity or any of their provisions, or shall seek to obtain an adjudication in any proceeding in any court of this Trust or any of its provisions, I direct that all distributions or other benefits provided for such beneficiary or beneficiaries or any distributions or other benefits which they may become entitled to, whether as a result of said contest or not, shall be distributed as if such beneficiary or beneficiaries predeceased me leaving no heirs.

ARTICLE TWO

Second Amendment

I hereby revoke and annul Article VI, paragraph A. of my Trust.

In lieu and in substitution of the current Article VI, paragraph A., I direct that Article VI, paragraph A., of my Trust shall be amended to read as follows:

A. DEFINITIONS. Whenever it shall be necessary to interpret this instrument, the masculine shall include the feminine, the singular, and the plural unless the context indicates a different intent. The terms "children" or "descendants" shall include adopted children and also children conceived but not yet born provided they are thereafter born living, but only issue and only legally adopted children.

ARTICLE THREE

Ratification

In all other respects I, EMMA AMELIA DICKEMORE, hereby ratify and affirm the provisions of the DICKEMORE FAMILY TRUST, executed by me on March 27, 1982.

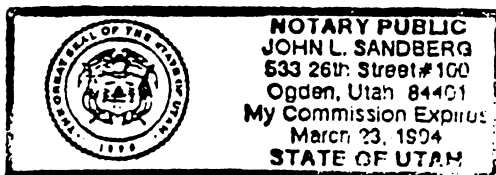
IN WITNESS WHEREOF, I, EMMA AMELIA DICKEMORE, Grantor sign, publish and declare this instrument to be the First Amendment to the DICKEMORE FAMILY TRUST Agreement executed by me on the March 27, 1982.

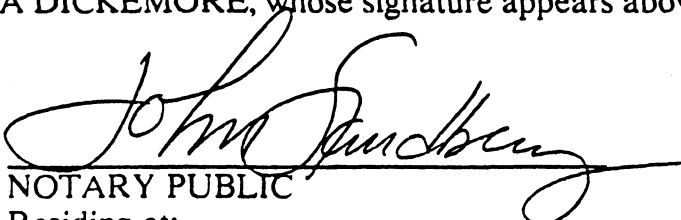
Dated this 19th day of July, 1990.


EMMA AMELIA DICKEMORE, Grantor

STATE OF UTAH)
 : ss.
COUNTY OF WEBER)

The foregoing First Amendment to the DICKEMORE FAMILY TRUST Agreement sworn and subscribed by EMMA AMELIA DICKEMORE, whose signature appears above on the 19th day of July, 1990.




NOTARY PUBLIC
Residing at:
My Commission Expires

p\dickemore.tra



REAL ESTATE PURCHASE CONTRACT



REALTOR®

This is a legally binding Contract. Utah State Law requires that licensed real estate agents use this form, but the Buyer and the Seller may legally agree in writing to alter or delete provisions of this form. If you desire legal or tax advice, consult your attorney or tax advisor.

EARNEST MONEY RECEIPT

The Buyer Marty & Vicki Young offers to purchase the Property described below and delivers to Brokerage, as Earnest Money Deposit \$ 5000.00 in the form of personal check to be deposited by 9:00 AM Oct 11th 2006 within three business days after Acceptance of this offer to purchase by all parties.

Received by Ralph Anderson on 10/11/06 (Date)
Brokerage _____ Phone Number _____

OFFER TO PURCHASE

1. PROPERTY: 1145 S. 1100 E.
City Pleasant County Weber Utah.

1.1 Included Items. Unless excluded herein, this sale shall include all fixtures presently attached to the Property: plumbing, heating, air-conditioning and venting fixtures and equipment, water heater, built-in appliances, light fixtures and bulbs, bathroom fixtures, curtains and draperies and rods, window and door screens, storm doors, window blinds, awnings, installed television antenna, satellite dishes and system, wall-to-wall carpets, automatic garage door opener and transmitter(s), fencing, trees and shrubs. The following personal property shall also be included in this sale and conveyed under separate Bill of Sale with warranties as to title: Stove in kitchen, Stove in laundry room

1.2 Excluded Items. The following items are excluded from this sale Blue velvet tent in backyard

2. PURCHASE PRICE AND FINANCING. Buyer agrees to pay for the Property as follows:

\$ 5000.00 Earnest Money Deposit

\$ _____ Existing Loan: Buyer agrees to assume and pay an existing loan in this approximate amount presently payable at \$ _____ per month including principal, interest (presently at _____ % per annum), ☐ real estate taxes, ☐ property insurance premium and ☐ mortgage insurance premium. Buyer agrees to pay any transfer and assumption fees. Seller ☐ shall ☐ shall not be released from liability on said loan. Any net differences between the approximate balance of the loan shown above and the actual balance at Closing shall be adjusted in ☐ Cash ☐ Other _____

\$ 73400 Proceeds from New Loan: Buyer reserves the right to apply for any of the following loans under the terms described below.

☐ Conventional ☒ FHA ☐ VA ☐ Other _____ Seller agrees to pay \$ _____ toward Discount Points and Buyer's other loan and closing costs, to be allocated at Buyer's discretion.

☐ For a fixed rate loan: Amortized and payable over _____ years, interest shall not exceed _____ % per annum; monthly principal and interest payment shall not exceed \$ _____, or

☐ For an Adjustable Rate Mortgage (ARM): Amortized and payable over _____ years; initial interest rate shall not exceed _____ % per annum; initial monthly principal and interest payments shall not exceed \$ _____. Maximum Life Time interest rate shall not exceed _____ % per annum.

\$ _____ Seller Financing: (See attached Seller Financing Addendum)

\$ _____ Other: _____

\$ 4000 Balance of Purchase Price in Cash at Closing

\$ 77400 Total Purchase Price

2.1 Existing/New Loan Application. Buyer agrees to make application for a loan specified above within 7 calendar days (Application Date) after Acceptance. Buyer will have made Loan Application only when Buyer has: (a) completed, signed, and delivered to the Lender the initial loan application and documentation required by the Lender; and (b) paid all loan application fees as required by the Lender. Buyer will continue to provide the Lender with any additional documentation as required by the Lender. If, within seven calendar days after receipt of written request from Seller, Buyer fails to provide to Seller written evidence that Buyer has made Loan Application by the Application Date, then Seller may, prior to the Qualification Date below, cancel this Contract by providing written notice to Buyer. The Brokerage, upon receipt of a copy of such written notice, shall release to Seller, and Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit without the requirement of any further written authorization from Buyer.

2.2 Qualification. Buyer and the Property must qualify for a loan for which application has been made under section 2.1 within 5 calendar days (Qualification Date) after Acceptance. The Property is deemed qualified if, on or before the Qualification Date, the Property, in its current condition and for the Buyer's intended use, has appraised at a value not less than the Total Purchase Price. Buyer is deemed qualified if, on or before the Qualification Date, the Lender verifies in writing that Buyer has been approved as of the verification date.

2.3 Qualification Contingency. If Seller has not previously voided this Contract as provided in Section 2.1, and either the Property or Buyer has failed to qualify on or before the Qualification Date, either party may cancel this Contract by providing written notice to the other party within three calendar days after the Qualification Date, otherwise Buyer and the Property are deemed qualified. The Brokerage, upon receipt of a copy of such written notice, shall return to Buyer the Earnest Money Deposit without the requirement of any further written authorization of Seller.

3. CLOSING. This transaction shall be closed on or before Oct 13, 19 06. Closing shall occur when: (a) Buyer and Seller have signed and delivered to each other (or to the escrow/title company), all documents required by this Contract, by the Lender, by written escrow instructions and by applicable law; and (b) the monies required to be paid under these documents, have been delivered to the escrow/title company in the form of cashier's check, collected or cleared funds. Seller and Buyer shall each pay one-half (1/2) of the escrow Closing fee, unless otherwise agreed by the parties in writing. Taxes and assessments for the current year, rents, and interest on assumed obligations shall be prorated as set forth in this Section. Unearned deposits on tenancies shall be transferred to Buyer at Closing. Prorations set forth in this Section, shall be made as of ☐ date of Closing ☐ date of possession ☐ other _____

4. POSSESSION. Unless otherwise agreed in writing by the parties, Seller shall deliver possession to Buyer within _____ hours after Closing.

5. CONFIRMATION OF AGENCY DISCLOSURE. At the signing of this Contract the listing agent Mary Anderson represents ☐ Seller ☐ Buyer, and the selling agent _____ represents ☐ Seller ☐ Buyer. Buyer and Seller confirm that prior to signing this Contract written disclosure of the agency relationship(s) was provided to him/her. () Buyer's Initials () Seller's Initials.

6. TITLE TO PROPERTY AND TITLE INSURANCE. (a) Seller has, or shall have at Closing, fee title to the Property and agrees to convey such title to Buyer by general warranty deed, free of financial encumbrances as warranted under Section 10.6; (b) Seller agrees to pay for and furnish Buyer at Closing with a current standard form owner's policy of title insurance in the amount of the Total Purchase Price; (c) the title policy shall conform with Seller's obligations under subsections (a) and (b) above. Unless otherwise agreed under subsection 8.4, the commitment shall conform with the title insurance commitment provided under Section 7.

7. SELLER DISCLOSURES. No later than 10 calendar days after Acceptance, Seller will deliver to Buyer the following Seller Disclosures: (a) a Seller property condition disclosure for the Property, signed and dated by Seller; (b) a commitment for the policy of title insurance required under Section 6, to be issued by the title insurance company chosen by Seller, including copies of all documents listed as Exceptions on the Commitment; (c) a copy of all loan documents relating to any loan now existing which will encumber the Property after Closing; and (d) a copy of all leases affecting the Property not expiring prior to Closing. Seller agrees to pay any title commitment cancellation charge under subsection (b).

8. GENERAL CONTINGENCIES. In addition to Qualification under Section 2.2 this offer is: (a) subject to Buyer's approval of the content of each of the items referenced in Section 7 above; and (b) ☐ is ☐ is not subject to Buyer's approval of an inspection of the Property. The inspection shall be paid for by Buyer and shall be conducted by an individual/company of Buyer's choice. Seller agrees to fully cooperate with such inspection and a walk-through inspection under Section 11 and to make the Property available for the same.

8.1 Buyer shall have 10 calendar days after Acceptance in which to review the content of Seller Disclosures, and, if the inspection contingency applies, to complete and evaluate the inspection of the Property, and to determine, if, in Buyer's sole discretion, the content of all Seller Disclosures (including the Property Inspection) is acceptable.

8.2 If Buyer does not deliver a written objection to Seller regarding a Seller Disclosure or the Property Inspection within the time provided in subsection 8.1 above, that document or inspection will be deemed approved or waived by Buyer.

Order Exhibit PL
Name _____
Case # 9404-453
Date Received 7-27-05

8.3 If Buyer objects, Buyer and Seller shall have seven calendar days after receipt of the objections to resolve Buyer's objections. Seller may, but shall not be required to, resolve Buyer's objections. If Buyer's objections are not resolved within the seven calendar days, Buyer may void this Contract by providing written notice to Seller within the same seven calendar days. The Brokerage, upon receipt of a copy of Buyer's written notice, shall return to Buyer the Earnest Money Deposit without the requirement of any further written authorization from Seller. If this Contract is not voided by Buyer, Buyer's objection is deemed to have been waived. However, this waiver does not affect those items warranted in Section 11.

8.4 Resolution of Buyer's objections under Section 8.3 shall be in writing and shall be specifically enforceable as covenants of this Contract.

9. SPECIAL CONTINGENCIES. This offer is made subject to: Closing by Buyer's Notice of Notice

The terms of attached Addendum # _____ are incorporated into this Contract by this reference.

10. SELLER'S LIMITED WARRANTIES. Seller's warranties to Buyer regarding the condition of the Property are limited to the following:

10.1 When seller delivers possession of the Property to Buyer, it will be broom-clean and free of debris and personal belongings;

10.2 Seller will deliver possession of the Property to Buyer with the plumbing, plumbed fixtures, heating, cooling, ventilating, electrical and sprinkler systems, appliances and fireplaces in working order;

10.3 Seller will deliver possession of the Property to Buyer with the roof and foundation free of leaks known to Seller;

10.4 Seller will deliver possession of the Property to Buyer with any private well or septic tank serving the Property in working order and in compliance with governmental regulations;

10.5 Seller will be responsible for repairing any of Seller's moving-related damage to the Property;

10.6 At Closing, Seller will bring current all financial obligations encumbering the Property which are assumed in writing by Buyer and will discharge all such obligations which Buyer has not so assumed; and

10.7 As of Closing, Seller has no knowledge of any claim or notice of an environmental, building or zoning code violation regarding the Property which has not been resolved.

11. VERIFICATION OF WARRANTED AND INCLUDED ITEMS. Before Closing, Buyer may conduct a "walk-through" inspection of the Property to determine whether or not items warranted by Seller in Section 10.1, 10.2, 10.3 and 10.4 are in the warranted condition and to verify items included in Section 1.1 are presently on the Property. If any item is not in the warranted condition, Seller will correct, repair or replace it as necessary or, with the consent of Buyer, escrow an amount at Closing to provide for such repair or replacement. The Buyer's failure to conduct a "walk-through" inspection, or to claim during the "walk-through" inspection that the Property does not include all items referenced in Section 1.1, or is not in the condition warranted in Section 10, shall not constitute a waiver by Buyer of Buyer's rights under Section 1.1 or of the warranties contained in Section 10.

12. CHANGES DURING TRANSACTION. Seller agrees that no changes in any existing leases shall be made, no new leases entered into, and no substantial alterations or improvements to the Property shall be made or undertaken without the written consent of the Buyer.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate or other entity, the person executing this Contract on its behalf warrants his or her authority to do so and to bind Buyer or Seller.

14. COMPLETE CONTRACT. This instrument together with its addenda, any attached exhibits, and Seller Disclosures constitute the entire Contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties. This Contract cannot be changed except by written agreement of the parties.

15. DISPUTE RESOLUTION. The parties agree that any dispute or claim relating to this Contract, including but not limited to the disposition of the Earnest Money Deposit, the breach or termination of this Contract, or the services relating to this transaction, shall first be submitted to mediation in accordance with the Utah Real Estate Buyer/Seller Mediation Rules of the American Arbitration Association. Disputes shall include representations made by the parties, any Broker or other person or entity in connection with the sale, purchase, financing, condition or other aspect of the Property to which this Contract pertains, including without limitation, allegations of concealment, misrepresentation, negligence and/or fraud. Each party agrees to bear its own costs of mediation. Any agreement signed by the parties pursuant to the mediation shall be binding. If mediation fails, the procedures applicable and remedies available under this Contract shall apply. Nothing in this Section 15 shall prohibit any party from seeking emergency equitable relief pending mediation. By marking this box ☐, and adding their initials, the Buyer (), and the Seller (), agree that mediation under this Section 15 is not mandatory, but is optional upon agreement of all parties.

16. DEFAULT. If Buyer defaults, Seller may elect to either retain the Earnest Money Deposit as liquidated damages or to return the Earnest Money Deposit and sue Buyer to enforce Seller's rights. If Seller defaults, in addition to return of the Earnest Money Deposit, Buyer may elect to either accept from Seller as liquidated damages, a sum equal to the Earnest Money Deposit, or to sue Seller for specific performance and/or damages. If Buyer elects to accept the liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand. Where a Section of this Contract provides a specific remedy the parties intend that the remedy shall be exclusive regardless of rights which might otherwise be available under common law.

17. ATTORNEY'S FEES. In any action arising out of this Contract, the prevailing party shall be entitled to costs and reasonable attorney's fees.

18. DISPOSITION OF EARNEST MONEY. The Earnest Money Deposit shall not be released unless it is authorized by: (a) Section 2, Section 8.3 or Section 15; (b) separate written agreement of the parties; or (c) court order.

19. ABROGATION. Except for express warranties made in this Contract, the provisions of this Contract shall not apply after Closing.

20. RISK OF LOSS. All risk of loss or damage to the Property shall be borne by Seller until Closing.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in this transaction. Extensions must be agreed to in writing by all parties. Performance under each Section of this Contract which references a date shall be required absolutely by 5:00 PM Mountain Time on the stated date.

22. FACSIMILE (FAX) DOCUMENTS. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. If the transaction involves multiple Buyers or Sellers, facsimile transmissions may be executed in counterparts.

23. ACCEPTANCE. Acceptance occurs when Seller or Buyer, responding to an offer or counteroffer of the other: (a) signs the offer or counter where noted to indicate acceptance; and (b) communicates to the other party or the other party's agent that the offer or counteroffer has been signed as required.

24. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by

☐ AM ☐ PM Mountain Time April 11, 1994 19____, this offer shall lapse; and the Brokerage shall return the Earnest Money Deposit to Buyer.

(Buyer's Signature) _____ (Offer Date) 10-2-94 (Buyer's Signature) _____ (Offer Date) 10-2-94

The above date shall be the Offer Reference Date.

(Notice Address) _____ (Phone) _____ (Notice Address) _____ (Phone) _____

ACCEPTANCE/REJECTION/COUNTER OFFER

CHECK ONE:

☒ Acceptance of Offer to Purchase: Seller Accepts the foregoing offer on the terms and conditions specified above.

(Seller's Signature) [Signature] (Date) 10-2-94 (Time) 1230 (Seller's Signature) _____ (Date) _____ (Time) _____

(Notice Address) _____ (Notice Address) _____

☐ Rejection: Seller Rejects the foregoing offer. _____ (Seller's initials) _____ (Date) _____ (Time) _____

☐ Counter Offer: Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached Counter Offer # _____.



ADDENDUM/COUNTER OFFER

Page ____ of ____



NO. ____

TO

REAL ESTATE PURCHASE CONTRACT

THIS IS AN ☐ ADDENDUM ☐ COUNTER OFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of _____, 19____, between _____ as Buyer, and _____ as Seller.

The following terms are hereby incorporated as part of the REPC, and to the extent that they modify or conflict with any provisions of the REPC, including all prior addenda and counter offers, these terms shall control. All other terms of the REPC, including all prior addenda and counter offers, not modified shall remain the same:

Monty & Vicki young will rent the home at 3810 Hawthorn
for the monthly amount of \$1000.00. Buyer to close on home
after seller clears the family court dispute.

☐ Seller ☐ Buyer shall have until _____ ☐ A.M. ☐ P.M. Mountain Time _____, 19____, to accept the terms of this ADDENDUM/COUNTER OFFER in accordance with the provisions of Section 23 of THE REPC. Unless so accepted, the offer as set forth in this ADDENDUM/COUNTER OFFER shall lapse.

☒ Buyer ☐ Seller Signature _____ Date _____ Time _____ ☐ Buyer ☐ Seller Signature _____ Date _____ Time _____

ACCEPTANCE/REJECTION/COUNTER OFFER

CHECK ONE:

☒ ACCEPTANCE of ADDENDUM/COUNTER OFFER: ☐ Seller ☐ Buyer hereby accepts the terms of this ADDENDUM/COUNTER OFFER.

☒ Buyer ☐ Seller Signature _____ Date _____ Time _____ ☐ Buyer ☐ Seller Signature _____ Date _____ Time _____

☐ REJECTION: ☐ Seller ☐ Buyer rejects the foregoing ADDENDUM/COUNTER OFFER.

_____, (Initials) _____, (Date) _____, (Time).

☐ COUNTER OFFER: ☐ Seller ☐ Buyer presents as a counter offer the terms set forth on the attached Counter Offer # _____.

OGDEN CIRCUIT COURT

AUG 3 4 22 PM '95

IN THE SECOND DISTRICT COURT, STATE OF UTAH
WEBER COUNTY, OGDEN DEPARTMENT

DELBERT M. DICKEMORE,
DONNA PENROD

Plaintiff (s),

GLEN N. DICKEMORE, MYRLA K.
DICKEMORE,

Defendant (s),

:
:
:
:
:
:
:
:
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:

D E C I S I O N

Case No. 940900453PR

Although the Court has ruled from the bench, both counsel asked for a memorandum decision to help clarify the decision and assist them in preparing Findings of Facts and Conclusions of Law.

First of all, the Court is satisfied that there was a mistake made when the property surrounding the "family home" was subdivided. It is clear that the parties intended to utilize whatever was necessary to comply with the requirements of the Pleasant View City ordinances. In order to correct the mistake, the Court orders the property reconveyed and the parties put back in their original positions.

The next item, involves the distribution of property among the parties. These parties are the three brothers, Glenn, Roland, and Delbert. When you total the value of all five parcels of land, the parties interest in the sale of the family home, and the value of all

tools and personal property, the total is \$251,745.00. The values breakdown as follows:

Parcel #1	\$48,000.00	
Parcel #2	\$32,000.00	
Parcel #3	\$70,000.00	
Parcel #4	\$38,000.00	
Parcel #5	\$ 1,500.00	
Tools	\$23,295.00	
Family Home	\$38,950.00	Total Value \$77,900.00, but, brothers are entitled to only 1/2 interest.
Total	\$251,745.00	

Of the above total, each brother should receive one-third or \$83,915.00. In order to accomplish this, the Court has ordered the following distributions:

Delbert should receive parcel #2 (\$32,000.00) and a portion of parcel #3 (\$46,200.00). He is also awarded the tractor (\$5,600.00), the front end loader (\$1,800.00) and the scraper (\$300.00)

Roland should receive a portion of parcel #3 (\$23,800.00), and a portion of parcel #4 (To be determined). He is also awarded the balance of the tools (\$14,595.00).

Glenn is awarded parcel #1 (\$48,000.00) and a portion of parcel #4 (To be determined). He is also awarded the bailer (\$1,000.00).

The proposed division of parcel #4 is made difficult because there are sheds, shacks, mink farm equipment and other items that need to be removed. The Court orders all parties to remove whatever sheds belong to them by October 1, 1995. The remaining items should then be removed by a third party. The parties are to share equally in the cost of the removal.

The well should go to the party who receives the front portion of parcel #4.

A permanent easement to maintain access to Glenn's property should be signed and recorded.

All parties are ordered to cooperate and deliver whatever documents are necessary to transfer the appropriate easements and water rights that accompany all these parcels.

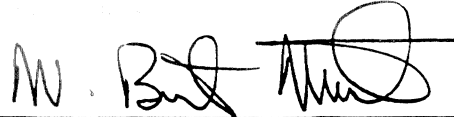
Parcel #5 is ordered sold. The proceeds from the sale of parcel #5 and the sale of the family home are to be used to equalize the distribution of assets so that each party has \$83,915.00.

The last issue to be addressed, is the claim for reimbursement among the brothers. In making this accounting, the Court used the three year period of 1992-94. The items, the Court considered are as follows:

Income	Total	D's 1/3
Lease payments for sign	\$1,080.00	\$ 360.00
Income for hay and grass	\$7,500.00	\$2,500.00
Misc, claims (Backhoe work, fertilizer, aluminum, gravel, well pump, etc).	\$2,079.68	\$2,079.68
Total	\$10,659.68	\$4,939.68
Offsets		
Payments to D.	\$1,769.00	\$1,769.00
Payments D didn't distribute	\$ 726.00	\$ 726.00
Overcharge backhoe	\$ 260.00	\$ 260.00
Property taxes	\$1,700.00	\$ 566.00
Water Assessment	\$2,062.50	\$ 682.50
Total	\$6,517.50	\$4,003.50
Balance Due Defendant		\$ 936.18

Plaintiff's counsel will please prepare Findings of Facts, Conclusions of Law and a Judgment consistent with the Court's ruling.

DATED this 2ND day of August, 1995.



W. Brent West
District Court Judge

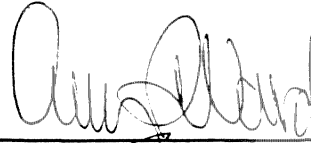
CERTIFICATE OF MAILING

I hereby certify that I mailed, postage prepaid, a true and correct copy of the foregoing DECISION to:

William J. Critchlow, III
Attorney for Plaintiff
2610 Washington Blvd.
Ogden, Utah 84401

and to

Merlin G. Calver
Attorney for Defendant
2650 Washington Blvd.
Ogden, Utah 84401



Deputy Court Clerk

LAW OFFICES OF
PARKER, THORNLEY & CRITCHLOW
2610 WASHINGTON BOULEVARD
P. O. BOX 107
OGDEN, UTAH 84402

William J. Critchlow, III, #760
PARKER, THORNLEY & CRITCHLOW
Attorneys for Plaintiffs
2610 Washington Boulevard
P.O. Box 107
Ogden, Utah 84402
Telephone: 399-3303

SECOND DISTRICT COURT
'95 DEC 13 PM 3 07

IN THE SECOND JUDICIAL DISTRICT COURT OF WEBER COUNTY,

STATE OF UTAH

DEC 14 1995

DELBERT M. DICKEMORE

and

DONNA PENROD, Trustees of the
Dickemore Family Revocable Trust,
Plaintiffs,

vs.

GLEN N. DICKEMORE

and.

MYRLA K. DICKEMORE,
Trustees of the Glen N. &
Myrla Dickemore Trust.

FINDINGS OF FACT
AND CONCLUSIONS OF LAW
ON PLAINTIFFS' COMPLAINT

Case No. 940900453

Judge W. Brent West

The above-entitled action came on regularly for trial on the 22nd and 23rd days of July, 1995, before the Honorable W. Brent West, one of the judges of the above-entitled court sitting without a jury; the plaintiffs and cross defendants appeared in person and were represented by William J. Critchlow, III, and the defendant, GLEN N. DICKEMORE, appeared in person and was represented by Merlin G. Calver. The Court heard the evidence introduced on behalf of the plaintiffs and defendants, and after being fully advised in the premises, now makes the following findings of fact and conclusions of law pertaining to the issues raised by plaintiffs' complaint and

defendants' answer. Separate findings and conclusions shall be entered pertaining to issues raised by defendants' counterclaim and crossclaim.

FINDINGS OF FACT

1. In 1991 that particular parcel of real property, then designated as Land Serial #19-014-0059, was mistakenly subdivided improperly by the failure of the Trustees of the Dickemore Family Revocable Trust to provide a minimum of 100 feet of frontage along an improved roadway in Pleasant View City.

2. During 1991 the said trustees conveyed to Delbert M. Dickemore, Glen Norman Dickemore and Roland Dean Dickemore, as tenants in common, a parcel of land, identified during the trial as parcel #5 (Land Serial #19-014-0060), and attempted to sell the remaining one-half acre.

3. The Pleasant View City subdivision ordinance prohibited the sale of any parcel of property without a 100 foot of frontage on an established roadway, thus barring the sale of the one-half acre.

3. To remedy the improper subdivision and permit the sale of the Dickemore family residence, that portion of the original Land Serial #19-014-0059, designated as parcel #5 during the trial (Land Serial #19-014-0060), shall be reconveyed to the Trustees of the Dickemore Family Trust by Delbert M. Dickemore, Roland D. Dickemore and Glen N. Dickemore, individually, and Glen N. Dickemore and Myrla K. Dickemore, individually and as Trustees of the Glen N. Dickemore and Myrla Dickemore Trust.

4. Trustees of the Dickemore Family Trust shall sell the Dickemore residence comprised of all land of the original Serial #19-014-0059, currently described as Land Serial #19-014-0059 and #19-014-0060.

5. One-half of the sale proceeds from the Dickemore residence shall be allocated among Delbert M. Dickemore, Roland D. Dickemore and Glen N. Dickemore in such manner as will equalize their respective allocations of real property assets derived from the Dickemore Family Trust.

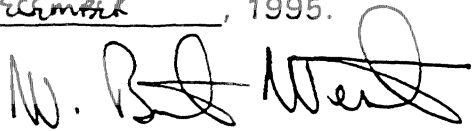
CONCLUSIONS OF LAW

Based on the foregoing Findings of Fact, the Court makes the following conclusions of law in regard to the original complaint and answer on file herein:

1. The subdivision of that particular parcel of land, then Land Serial #19-014-0059, was improperly subdivided by the failure to provide a minimum of 100 feet of frontage along an improved road in Pleasant View City.

2. To remedy the improper subdivision, all real property currently described as Land Serial #19-0014-0059 and #19-0014-0060 shall be conveyed by Delbert M. Dickemore, Glen Norman Dickemore, Roland Dean Dickemore and Glen N. Dickemore and Myrla K. Dickemore, Trustees of the Glen N. Dickemore and Myrla K. Dickemore Trust, to the Trustees of the Dickemore Family Revocable Trust who are ordered to sell the combined parcels with the Dickemore residence.

DATED this 8TH day of December, 1995.

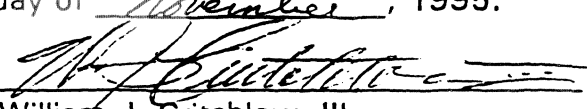

W. Brent West
Judge

NOTICE TO COUNSEL

TO: Merlin G. Calver, attorney for defendants and cross complainants:

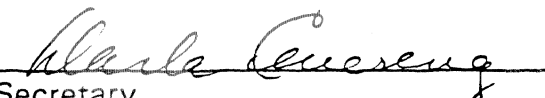
YOU WILL PLEASE TAKE NOTICE that the undersigned, attorney for plaintiffs and cross defendants, will submit the foregoing FINDINGS OF FACT AND CONCLUSIONS OF LAW ON PLAINTIFFS' COMPLAINT to the Honorable W. Brent West for his signature upon the expiration of eight (8) days from the date this notice is mailed to you, unless written objection is filed prior to that time, pursuant to Rule 4-504(2) of the Utah Judicial Council Rules of Judicial Administration.

DATED this 29th day of November, 1995.


William J. Critchlow, III
Attorney for plaintiffs and cross defendants

CERTIFICATE OF MAILING

I hereby certify that I mailed a copy of the foregoing PARTIAL FINDINGS OF FACT AND CONCLUSIONS OF LAW to Merlin G. Calver, Attorney for Glen N. Dickemore and Myrla K. Dickemore at 2650 Washington Blvd., Ogden, Utah 84401, on this 29th day of November, 1995.


Secretary



REAL ESTATE PURCHASE CONTRACT

This is a legally binding Contract. Utah State Law requires that licensed real estate agents use this form, but the Buyer and the Seller may legally agree in writing to alter or delete provisions of this form. If you desire legal or tax advice, consult your attorney or tax advisor.



EARNEST MONEY RECEIPT

The Buyer Monty E. Vicky Young offers to purchase the Property described below and delivers to Brokerage, as Earnest Money Deposit \$ 1500 in the form of personal check to be deposited within three business days after Acceptance of this offer to purchase by all parties.

Goldwell Banker Received by Earnest money has been deposited into goldwell account (Date)
Brokerage Phone Number

1. PROPERTY: 3810 N Hwy 89 OFFER TO PURCHASE to include Parcel #5

City Peasant View County Weber, Utah.

1.1 Included Items. Unless excluded herein, this sale shall include all fixtures presently attached to the Property: plumbing, heating, air-conditioning and venting fixtures and equipment, water heater, built-in appliances, light fixtures and bulbs, bathroom fixtures, curtains and draperies and rods, window and door screens, storm doors, window blinds, awnings, installed television antenna, satellite dishes and system, wall-to-wall carpets, automatic garage door opener and transmitter(s), fencing, trees and shrubs. The following personal property shall also be included in this sale and conveyed under separate Bill of Sale with warranties as to title: stove upstairs, Stove down stairs

1.2 Excluded Items. The following items are excluded from this sale Blue water tank in Basement

2. PURCHASE PRICE AND FINANCING. Buyer agrees to pay for the Property as follows:

\$ 500 Earnest Money Deposit

\$ Existing Loan: Buyer agrees to assume and pay an existing loan in this approximate amount presently payable at \$ _____ per month including principal, interest (presently at _____ % per annum). ☐ real estate taxes, ☐ property insurance premium and ☐ mortgage insurance premium. Buyer agrees to pay any transfer and assumption fees. Seller ☐ shall ☐ shall not be released from liability on said loan. Any net differences between the approximate balance of the loan shown above and the actual balance at Closing shall be adjusted in ☐ Cash ☐ Other _____.

\$ 73,400 Proceeds from New Loan: Buyer reserves the right to apply for any of the following loans under the terms described below.

☒ Conventional ☐ FHA ☐ VA ☐ Other _____ Seller agrees to pay \$ N/A toward Discount Points and Buyer's other loan and closing costs, to be allocated at Buyer's discretion.

☐ For a fixed rate loan: Amortized and payable over _____ years, interest shall not exceed _____ % per annum; monthly principal and interest payment shall not exceed \$ _____, or

☐ For an Adjustable Rate Mortgage (ARM): Amortized and payable over _____ years; initial interest rate shall not exceed _____ % per annum; initial monthly principal and interest payments shall not exceed \$ _____. Maximum Life Time interest rate shall not exceed _____ % per annum.

\$ Seller Financing: (See attached Seller Financing Addendum)

\$ Other: _____

\$ 5000 Balance of Purchase Price in Cash at Closing

\$ 74,900 Total Purchase Price

2.1 Existing/New Loan Application. Buyer agrees to make application for a loan specified above within _____ calendar days (Application Date) after Acceptance. Buyer will have made Loan Application only when Buyer has: (a) completed, signed, and delivered to the Lender the initial loan application and documentation required by the Lender; and (b) paid all loan application fees as required by the Lender. Buyer will continue to provide the Lender with any additional documentation as required by the Lender. If, within seven calendar days after receipt of written request from Seller, Buyer fails to provide to Seller written evidence that Buyer has made Loan Application by the Application Date, then Seller may, prior to the Qualification Date below, cancel this Contract by providing written notice to Buyer. The Brokerage, upon receipt of a copy of such written notice, shall release to Seller, and Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit without the requirement of any further written authorization from Buyer.

2.2 Qualification. Buyer and the Property must qualify for a loan for which application has been made under section 2.1 within _____ calendar days (Qualification Date) after Acceptance. The Property is deemed qualified if, on or before the Qualification Date, the Property, in its current condition and for the Buyer's intended use, has appraised at a value not less than the Total Purchase Price. Buyer is deemed qualified if, on or before the Qualification Date, the Lender verifies in writing that Buyer has been approved as of the verification date.

2.3 Qualification Contingency. If Seller has not previously voided this Contract as provided in Section 2.1, and either the Property or Buyer has failed to qualify on or before the Qualification Date, either party may cancel this Contract by providing written notice to the other party within three calendar days after the Qualification Date, otherwise Buyer and the Property are deemed qualified. The Brokerage, upon receipt of a copy of such written notice, shall return to Buyer the Earnest Money Deposit without the requirement of any further written authorization of Seller.

3. CLOSING. This transaction shall be closed on or before Nov 30th, 19, 95. Closing shall occur when: (a) Buyer and Seller have signed and delivered to each other (or to the escrow/title company), all documents required by this Contract, by the Lender, by written escrow instructions and by applicable law; and (b) the monies required to be paid under these documents, have been delivered to the escrow/title company in the form of cashier's check, collected or cleared funds. Seller and Buyer shall each pay one-half (1/2) of the escrow Closing fee, unless otherwise agreed by the parties in writing. Taxes and assessments for the current year, rents, and interest on assumed obligations shall be prorated as set forth in this Section. Unearned deposits on tenancies shall be transferred to Buyer at Closing. Prorations set forth in this Section, shall be made as of ☒ date of Closing ☐ date of possession ☐ other _____.

4. POSSESSION. Unless otherwise agreed in writing by the parties, Seller shall deliver possession to Buyer within 24 hours after Closing.

5. CONFIRMATION OF AGENCY DISCLOSURE. At the signing of this Contract the listing agent Debra Anderson represents ☐ Seller ☐ Buyer, and the selling agent Debra Anderson represents ☐ Seller ☐ Buyer. Buyer and Seller confirm that prior to signing this Contract written disclosure of the agency relationship(s) was provided to him/her. () Buyer's Initials () Seller's Initials.

6. TITLE TO PROPERTY AND TITLE INSURANCE. (a) Seller has, or shall have at Closing, fee title to the Property and agrees to convey such title to Buyer by general warranty deed, free of financial encumbrances as warranted under Section 10.6; (b) Seller agrees to pay for and furnish Buyer at Closing with a current standard form owner's policy of title insurance.

Addendum 6

204

FILE No. 027 06/03 '95 15:22 ID: COLDWELLBANKER DGDEN

801 479 1974

8.4 Resolution of Buyer's objections under Section 8.3 shall be in writing and shall be specifically enforceable as covenants of this Contract.

9. SPECIAL CONTINGENCIES. This offer is made subject to: financing

The terms of attached Addendum # _____ are incorporated into this Contract by this reference.

10. SELLER'S LIMITED WARRANTIES. Seller's warranties to Buyer regarding the condition of the Property are limited to the following:

10.1 When seller delivers possession of the Property to Buyer, it will be broom-clean and free of debris and personal belongings;

10.2 Seller will deliver possession of the Property to Buyer with the plumbing, plumbed fixtures, heating, cooling, ventilating, electrical and sprinkler systems, appliances and fireplaces in working order;

10.3 Seller will deliver possession of the Property to Buyer with the roof and foundation free of leaks known to Seller;

10.4 Seller will deliver possession of the Property to Buyer with any private well or septic tank serving the Property in working order and in compliance with governmental regulations;

10.5 Seller will be responsible for repairing any of Seller's moving-related damage to the Property;

10.6 At Closing, Seller will bring current all financial obligations encumbering the Property which are assumed in writing by Buyer and will discharge all such obligations which Buyer has not so assumed; and

10.7 As of Closing, Seller has no knowledge of any claim or notice of an environmental, building or zoning code violation regarding the Property which has not been resolved.

11. VERIFICATION OF WARRANTED AND INCLUDED ITEMS. Before Closing, Buyer may conduct a "walk-through" inspection of the Property to determine whether or not items warranted by Seller in Section 10.1, 10.2, 10.3 and 10.4 are in the warranted condition and to verify items included in Section 1.1 are presently on the Property. If any item is not in the warranted condition, Seller will correct, repair or replace it as necessary or, with the consent of Buyer, escrow an amount at Closing to provide for such repair or replacement. The Buyer's failure to conduct a "walk-through" inspection, or to claim during the "walk-through" inspection that the Property does not include all items referenced in Section 1.1, or is not in the condition warranted in Section 10, shall not constitute a waiver by Buyer of Buyer's rights under Section 1.1 or of the warranties contained in Section 10.

12. CHANGES DURING TRANSACTION. Seller agrees that no changes in any existing leases shall be made, no new leases entered into, and no substantial alterations or improvements to the Property shall be made or undertaken without the written consent of the Buyer.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate or other entity, the person executing this Contract on its behalf warrants his or her authority to do so and to bind Buyer or Seller.

14. COMPLETE CONTRACT. This instrument together with its addenda, any attached exhibits, and Seller Disclosures constitute the entire Contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties. This Contract cannot be changed except by written agreement of the parties.

15. DISPUTE RESOLUTION. The parties agree that any dispute or claim relating to this Contract, including but not limited to the disposition of the Earnest Money Deposit, the breach or termination of this Contract, or the services relating to this transaction, shall first be submitted to mediation in accordance with the Utah Real Estate Buyer/Seller Mediation Rules of the American Arbitration Association. Disputes shall include representations made by the parties, any Broker or other person or entity in connection with the sale, purchase, financing, condition or other aspect of the Property to which this Contract pertains, including without limitation, allegations of concealment, misrepresentation, negligence and/or fraud. Each party agrees to bear its own costs of mediation. Any agreement signed by the parties pursuant to the mediation shall be binding. If mediation fails, the procedures applicable and remedies available under this Contract shall apply. Nothing in this Section 15 shall prohibit any party from seeking emergency equitable relief pending mediation. By marking this box ☐, and adding their initials, the Buyer (), and the Seller (), agree that mediation under this Section 15 is not mandatory, but is optional upon agreement of all parties.

16. DEFAULT. If Buyer defaults, Seller may elect to either retain the Earnest Money Deposit as liquidated damages or to return the Earnest Money Deposit and sue Buyer to enforce Seller's rights. If Seller defaults, in addition to return of the Earnest Money Deposit, Buyer may elect to either accept from Seller as liquidated damages, a sum equal to the Earnest Money Deposit, or to sue Seller for specific performance and/or damages. If Buyer elects to accept the liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand. Where a Section of this Contract provides a specific remedy the parties intend that the remedy shall be exclusive regardless of rights which might otherwise be available under common law.

17. ATTORNEY'S FEES. In any action arising out of this Contract, the prevailing party shall be entitled to costs and reasonable attorney's fees.

18. DISPOSITION OF EARNEST MONEY. The Earnest Money Deposit shall not be released unless it is authorized by: (a) Section 2, Section 8.3 or Section 15; (b) separate written agreement of the parties; or (c) court order.

19. ABROGATION. Except for express warranties made in this Contract, the provisions of this Contract shall not apply after Closing.

20. RISK OF LOSS. All risk of loss or damage to the Property shall be borne by Seller until Closing.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in this transaction. Extensions must be agreed to in writing by all parties. Performance under each Section of this Contract which references a date shall be required absolutely by 5:00 PM Mountain Time on the stated date.

22. FACSIMILE (FAX) DOCUMENTS. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. If the transaction involves multiple Buyers or Sellers, facsimile transmissions may be executed in counterparts.

23. ACCEPTANCE. Acceptance occurs when Seller or Buyer, responding to an offer or counteroffer of the other: (a) signs the offer or counteroffer where noted to indicate acceptance; and (b) communicates to the other party or the other party's agent that the offer or counteroffer has been signed as required.

24. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by ☐ AM ☐ PM Mountain Time upon presentation 11-1-95, this offer shall lapse; and the Brokerage shall return the Earnest Money Deposit to Buyer.X Monty Ay
(Buyer's Signature)11-1-95
(Offer Date)X Dicky Young
(Buyer's Signature)

(Offer Date)

The above date shall be the Offer Reference Date.

(Notice Address)

(Phone)

(Notice Address)

(Phone)

ACCEPTANCE/REJECTION/COUNTER OFFER

CHECK ONE:

☒ Acceptance of Offer to Purchase: Seller Accepts the foregoing offer on the terms and conditions specified above.

Addendum 6

205

(Notice Address)

(Notice Address)

☐ Rejection: Seller Rejects the foregoing offer. _____ (Seller's Initials) _____ (Date) _____ (Time)☐ Counter Offer: Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached Counter Offer # _____.**DOCUMENT RECEIPT**

State Law requires Broker to furnish Buyer and Seller with copies of this Contract bearing all signatures. (One of the following alternatives must therefore be completed).

A. ☐ I acknowledge receipt of a final copy of the foregoing Contract bearing all signatures:

SIGNATURE OF SELLER

SIGNATURE OF BUYER

Shirley A. Benson

Date

11-5-95

Date

Victor Young

Date

Date

B. ☐ I personally caused a final copy of the foregoing Contract bearing all signatures to be mailed on _____, 19____ by certified Mail and return receipt attached hereto to the ☐ Seller ☐ Buyer, Sent by _____

Seller's Initials () Date _____

Buyer's Initials () Date _____

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, JUNE, 1993

GRANTEE'S ADDRESS

SECOND DISTRICT COURT

*96 MAR 4 PM 4 07

MAR 0 4 1996

WARRANTY DEED

940900453

DELBERT DICKEMORE AND DONNA PENROD, Trustees of the DICKEMORE FAMILY
REVOCABLE TRUST

grantor

of Ogden

County of WEBER

State of Utah, hereby

CONVEY and WARRANT to

MONTY A. YOUNG and VICKY L. YOUNG,
husband and wife, as joint tenants

of Pleasant View

County WEBER

, State of Utah

for the sum of ten dollars and other good and valuable considerations

DOLLARS

the following described tract of land in

County,

State of Utah, to-wit:

see legal description attached hereto and made a part thereof.

E4 1429977 BK1826 P6301
DOUG CROFTS, WEBER COUNTY RECORDER
18-SEP-96 212 PM FEE \$14.00 DEP MH
REC FOR VICKY L. YOUNG

WITNESS the hand of said grantors, this

23rd day of February

A. D. 19 96

Signed in the presence of

Delbert Dickemore
DELBERT DICKEMORE, TRUSTEE

Donna Penrod
DONNA PENROD, TRUSTEE

STATE OF UTAH

COUNTY OF WEBER

{ SS.

On the 23rd day of February

A. D. 19 96 personally

appeared before me DELBERT DICKEMORE TRUSTEE AND DONNA PENROD,
TRUSTEE, OF THE DICKEMORE FAMILY REVOCABLE TRUST

the signer of the within instrument who duly acknowledged
to me that they executed the same.



JAMES O. WELLS
105 North 900 East
Willard, Utah 84340
My Commission Expires
June 1, 2008
STATE OF UTAH

Notary Public

Residing at

James O. Wells

501

ASSOCIATED TITLE COMPANY

My Commission Expires:

Order No. _____

SALT LAKE 363-0909

BOUNTIFUL 298-2400

OREM 224-4133

PARK CITY 532-6428

Addendum 7

740400
453

Description

19-014-0060 T

PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY; BEGINNING AT THE SOUTHEAST CORNER OF THE ROLAND DEAN DICKEMORE PROPERTY WHICH IS SOUTH 00°26'20" WEST 884.53 FEET ALONG WEST LINE OF SAID SECTION 24, AND SOUTH 89°33'40" EAST 1597.51 FEET FROM THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER, RUNNING THENCE SOUTH 29°00'35" EAST 192.18 FEET; THENCE SOUTH 47°54' WEST 222.71 FEET; THENCE NORTH 29°35' WEST 235.95 FEET, THENCE NORTH 59°41' EAST 217.80 FEET TO THE POINT OF BEGINNING.

SUBJECT TO THE FOLLOWING RIGHT OF WAY: BEGINNING AT THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED PARCEL OF LAND AND RUNNING THENCE SOUTH 72°04'27" WEST 61.17 FEET; THENCE SOUTH 58°24'56" WEST 158.13 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY 308, 89 & 91; THENCE NORTH 29°35'00" WEST ALONG SAID RIGHT OF WAY 16.50 FEET; THENCE NORTH 58°24'56" EAST 158.13 FEET; THENCE NORTH 72°04'27" EAST 61.17 FEET; THENCE SOUTH 29°35'00" EAST 16.50 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING:

Part of the Southwest Quarter of Section 24, Township 7 North, Range 2 West, Salt Lake Base and Meridian. Beginning at the Southeast corner of the Roland Dean Dickemore property located South 00°26'20" West along the West line of said Section 24, 884.53 feet and South 89°33'40" East 1597.51 feet from the Northwest corner of said Southwest Quarter and running thence North 59°41'00" East 104.05 feet; thence South 48°23'00" East 91.57 feet; thence South 54°15'11" West 38.87 feet; thence South 35°44'49" East 18.43 feet; thence North 54°15'11" East 40.33 feet; thence South 48°23'00" East 54.78 feet to the Northeast corner of the Glen Dickemore property; thence South 47°54'00" West along said property line 155.45 feet; thence North 29°35'00" West 89.97 feet; thence South 59°47'36" West 217.80 feet to the Northeastly Highway right of way line; thence North 29°35'00" West along said right of way line 100.00 feet; thence North 59°41'00" East 217.80 feet to the point of beginning.

E# 1429977 BK1826 PG302

GRANTEE'S ADDRESS

204241
19-014-0059 & 0060

66 1389759 BK 1793 P6402
DOUG CROFTS, WEBER COUNTY RECORDER
23-FEB-96 423 PM FEE \$10.00 DEP PL
REC FOR: ASSOCIATED TITLE

WARRANTY DEED

DELBERT DICKEMORE AND DONNA PENROD, Trustees of the DICKEMORE FAMILY
REVOCABLE TRUST

grantor

of Ogden

County of Weber

State of Utah, hereby

CONVEY and WARRANT to

MONTY A. YOUNG and VICKY L. YOUNG,
husband and wife, as joint tenants

of Pleasant View

County Weber

, State of Utah

for the sum of ten dollars and other good and valuable considerations

DOLLARS

the following described tract of land in

WEBER

County,

Part of the Southwest Quarter of Section 24, Township 7 North, Range 2 West, Salt Lake Base and Meridian. Beginning at the Southeast corner of the Roland Dean Dickemore property located South 00°26'20" West along the West line of said Section 24, 884.53 feet and South 89°33'40" East 1597.51 feet from the Northwest corner of said Southwest Quarter and running thence North 59°41'00" East 104.05 feet; thence South 46°23'00" East 91.57 feet; thence South 54°15'11" West 36.87 feet; thence South 35°44'49" East 18.43 feet; thence North 54°15'11" East 40.33 feet; thence South 46°23'00" East 54.76 feet to the Northeast corner of the Glen Dickemore property; thence South 47°54'00" West along said property line 155.45 feet; thence North 29°35'00" West 89.97 feet; thence South 59°47'36" West 217.80 feet to the Northeastly Highway right of way line; thence North 29°35'00" West along said right of way line 100.00 feet; thence North 59°41'00" East 217.80 feet to the point of beginning.

SUBJECT TO a 30 foot drainage easement as disclosed in Survey.

SUBJECT TO a 16.5 foot easement for ingress and egress as disclosed in Survey.

SUBJECT TO A EXISTING DITCH EASEMENT ACROSS THE EASTERLY PORTION OF PROPERTY
WITNESS the hand of said grantor, this _____ day of _____, 19__.

Signed in the presence of

Delbert Dickemore
DELBERT DICKEMORE, TRUSTEE

Donna Penrod
DONNA PENROD, TRUSTEE

STATE OF UTAH
COUNTY OF WEBER

SS.

On the _____ day of February A. D. 19 96 personally

appeared before me DELBERT DICKEMORE AND DONNA PENROD, TRUSTEES
OF THE DICKEMORE FAMILY REVOCABLE TRUST

the signers of the within instrument who duly acknowledged
to me that they executed the same.



JOSEPH A. WHEELER
120 North 200 East
Salt Lake City, Utah
My Commission Expires
June 1, 1998

Notary Public *Joseph A. Wheeler*

Residing at _____

ASSOCIATED TITLE COMPANY My Commission Expires: _____

Order No. _____

SALT LAKE 363-0909

BOUNTIFUL 298-2400

OREM 224-4133

PARK CITY 532-6428

402

REAL ESTATE PURCHASE CONTRACT

This is a legally binding Contract. Utah State Law requires that licensed real estate agents use this form, but the Buyer and the Seller may legally agree in writing to alter or delete provisions of this form. If you desire legal or tax advice, consult your attorney or tax advisor.



EARNEST MONEY RECEIPT

The Buyer Russell P Child offers to purchase the Property described below and delivers to Brokerage, as Earnest Money Deposit \$ 1,000 in the form of Personal check to be deposited within three business days after Acceptance of this offer to purchase by all parties.

Received by _____ on _____ (Date)
 Brokerage _____ Phone Number _____

OFFER TO PURCHASE

1. PROPERTY: Property Tax ID #s 19-014-0025, 0027, 0030, 0043, 0060, 0032 plus Estate home
 City Pleasant View County Weber Utah.

1.1 Included Items. Unless excluded herein, this sale shall include all fixtures presently attached to the Property: plumbing, heating, air-conditioning and venting fixtures and equipment, water heater, built-in appliances, light fixtures and bulbs, bathroom fixtures, curtains and draperies and rods, window and door screens, storm doors, window blinds, awnings, installed television antenna, satellite dishes and system, wall-to-wall carpets, automatic garage door opener and transmitter(s), fencing, trees and shrubs. The following personal property shall also be included in this sale and conveyed under separate Bill of Sale with warranties as to title: _____

1.2 Excluded Items. The following items are excluded from this sale _____

2. PURCHASE PRICE AND FINANCING. Buyer agrees to pay for the Property as follows:

\$ 1,000 Earnest Money Deposit

Existing Loan: Buyer agrees to assume and pay an existing loan in this approximate amount presently payable at \$ _____ per month including principal, interest (presently at _____ % per annum), ☐ real estate taxes, ☐ property insurance premium and ☐ mortgage insurance premium. Buyer agrees to pay any transfer and assumption fees. Seller ☐ shall ☐ shall not be released from liability on said loan. Any net differences between the approximate balance of the loan shown above and the actual balance at Closing shall be adjusted in ☐ Cash ☐ Other _____.

RR \$ 258,500

Proceeds from New Loan: Buyer reserves the right to apply for any of the following loans under the terms described below.

☒ Conventional ☐ FHA ☐ VA ☐ Other _____ Seller agrees to pay \$ _____ toward

Discount Points and Buyer's other loan and closing costs, to be allocated at Buyer's discretion.

☐ For a fixed rate loan: Amortized and payable over _____ years, interest shall not exceed _____ % per annum; monthly principal and interest payment shall not exceed \$ _____, or

☐ For an Adjustable Rate Mortgage (ARM): Amortized and payable over _____ years; initial interest rate shall not exceed _____ % per annum; initial monthly principal and interest payments shall not exceed \$ _____. Maximum Life Time interest rate shall not exceed _____ % per annum.

\$ _____ Seller Financing: (See attached Seller Financing Addendum)

\$ _____ Other: _____

\$ 258,500 Balance of Purchase Price in Cash at Closing

\$ 259,500 Total Purchase Price

2.1 Existing/New Loan Application. Buyer agrees to make application for a loan specified above within _____ calendar days (Application Date) after Acceptance. Buyer will have made Loan Application only when Buyer has: (a) completed, signed, and delivered to the Lender the initial loan application and documentation required by the Lender; and (b) paid all loan application fees as required by the Lender. Buyer will continue to provide the Lender with any additional documentation as required by the Lender. If, within seven calendar days after receipt of written request from Seller, Buyer fails to provide to Seller written evidence that Buyer has made Loan Application by the Application Date, then Seller may, prior to the Qualification Date below, cancel this Contract by providing written notice to Buyer. The Brokerage, upon receipt of a copy of such written notice, shall release to Seller, and Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit without the requirement of any further written authorization from Buyer.

2.2 Qualification. Buyer and the Property must qualify for a loan for which application has been made under Section 2.1 within _____ calendar days (Qualification Date) after Acceptance. The Property is deemed qualified if, on or before the Qualification Date, the Property, in its current condition and for the Buyer's intended use, has appraised at a value not less than the Total Purchase Price. Buyer is deemed qualified if, on or before the Qualification Date, the Lender verifies in writing that Buyer has been approved as of the verification date.

2.3 Qualification Contingency. If Seller has not previously voided this Contract as provided in Section 2.1, and either the Property or Buyer has failed to qualify on or before the Qualification Date, either party may cancel this Contract by providing written notice to the other party within three calendar days after the Qualification Date, otherwise Buyer and the Property are deemed qualified. The Brokerage, upon receipt of a copy of such written notice, shall return to Buyer the Earnest Money Deposit without the requirement of any further written authorization of Seller.

3. CLOSING. This transaction shall be closed on or before 30 Sept. 1995. Closing shall occur when: (a) Buyer and Seller have signed and delivered to each other (or to the escrow/title company), all documents required by this Contract, by the Lender, by written escrow instructions and by applicable law; and (b) the monies required to be paid under these documents, have been delivered to the escrow/title company in the form of cashier's check, collected or cleared funds. Seller and Buyer shall each pay one-half (1/2) of the escrow Closing fee, unless otherwise agreed by the parties in writing. Taxes and assessments for the current year, rents, and interest on assumed obligations shall be prorated as set forth in this Section. Unearned deposits on tenancies shall be transferred to Buyer at Closing. Prorations set forth in this Section, shall be made as of ☐ date of Closing ☐ date of possession ☐ other _____.

4. POSSESSION. Unless otherwise agreed in writing by the parties, Seller shall deliver possession to Buyer within 24 hours after Closing.

5. CONFIRMATION OF AGENCY DISCLOSURE. At the signing of this Contract the listing agent NA represents ☐ Seller ☐ Buyer, and the selling agent NA represents ☐ Seller ☐ Buyer. Buyer and Seller confirm that prior to signing this Contract written disclosure of the agency relationship(s) was provided to him/her. () Buyer's Initials () Seller's Initials.

6. TITLE TO PROPERTY AND TITLE INSURANCE. (a) Seller has, or shall have at Closing, fee title to the Property and agrees to convey such title to Buyer by general warranty deed, free of financial encumbrances as warranted under Section 10.6; (b) Seller agrees to pay for and furnish Buyer at Closing with a current standard form owner's policy of title insurance in the amount of the Total Purchase Price; (c) the title policy shall conform with Seller's obligations under subsections (a) and (b) above. Unless otherwise agreed under subsection 8.4, the Commitment shall conform with the title Insurance Commitment provided under Section 7.

7. SELLER DISCLOSURES. No later than 14 calendar days after Acceptance, Seller will deliver to Buyer the following Seller Disclosures: (a) a Seller property condition disclosure for the Property, signed and dated by Seller; (b) a Commitment for the policy of title insurance required under Section 6, to be issued by the title insurance company chosen by Seller, including copies of all documents listed as Exceptions on the Commitment; (c) a copy of all loan documents relating to any loan now existing which will encumber the Property after Closing; and (d) a copy of all leases affecting the Property not expiring prior to Closing. Seller agrees to pay any title Commitment cancellation charge under subsection (b).

8. GENERAL CONTINGENCIES. In addition to Qualification under Section 2.2 this offer is: (a) subject to Buyer's approval of the content of each of the items referenced in Section 7 above; and (b) ☒ is ☐ is not subject to Buyer's approval of an inspection of the Property. The inspection shall be paid for by Buyer and shall be conducted by an individual/company of Buyer's choice. Seller agrees to fully cooperate with such inspection and a walk-through inspection under Section 11 and to make the Property available for the same.

8.1 Buyer shall have 14 calendar days after Acceptance in which to review the content of Seller Disclosures, and, if the inspection contingency applies, to complete and evaluate the inspection of the Property, and to determine, if, in Buyer's sole discretion, the content of all Seller Disclosures (including the Property Inspection) is acceptable.

8.2 If Buyer does not deliver a written objection to Seller regarding a Seller Disclosure or the Property Inspection within the time provided in subsection 8.1 above, that document or inspection will be deemed approved or waived by Buyer.

8.3 If Buyer objects, Buyer and Seller shall have seven calendar days after receipt of the objections to resolve Buyer's objections. Seller may, but shall not be required to, resolve Buyer's objections. If Buyer's objections are not resolved within the seven calendar days, Buyer may void this Contract by providing written notice to Seller within the same seven calendar days. The Brokerage, upon a receipt of a copy of Buyer's written notice, shall return to Buyer the Earnest Money Deposit without the requirement of any further written authorization from Seller. If this Contract is not voided by Buyer, Buyer's objection is deemed to have been waived. However, this waiver does not affect those items warranted in Section 11.

8.4 Resolution of Buyer's objections under Section 8.3 shall be in writing and shall be specifically enforceable as covenants of this Contract.

9. SPECIAL CONTINGENCIES. This offer is made subject to:

The terms of attached Addendum # 14 are incorporated into this Contract by this reference.

10. SELLER'S LIMITED WARRANTIES. Seller's warranties to Buyer regarding the condition of the Property are limited to the following:

10.1 When Seller delivers possession of the Property to Buyer, it will be broom-clean and free of debris and personal belongings;

10.2 Seller will deliver possession of the Property to Buyer with the plumbing, plumbed fixtures, heating, cooling, ventilating, electrical and sprinkler systems, appliances and fireplaces in working order;

10.3 Seller will deliver possession of the Property to Buyer with the roof and foundation free of leaks known to Seller;

10.4 Seller will deliver possession of the Property to Buyer with any private well or septic tank serving the Property in working order and in compliance with governmental regulations;

10.5 Seller will be responsible for repairing any of Seller's moving-related damage to the Property;

10.6 At Closing, Seller will bring current all financial obligations encumbering the Property which are assumed in writing by Buyer and will discharge all such obligations which Buyer has not so assumed; and

10.7 As of Closing, Seller has no knowledge of any claim or notice of an environmental, building or zoning code violation regarding the Property which has not been resolved.

11. VERIFICATION OF WARRANTED AND INCLUDED ITEMS. Before Closing, Buyer may conduct a "walk-through" inspection of the Property to determine whether or not items warranted by Seller in Section 10.1, 10.2, 10.3 and 10.4 are in the warranted condition and to verify items included in Section 1.1 are presently on the Property. If any item is not in the warranted condition, Seller will correct, repair or replace it as necessary or, with the consent of Buyer, escrow an amount at Closing to provide for such repair or replacement. The Buyer's failure to conduct a "walk-through" inspection, or to claim during the "walk-through" inspection that the Property does not include all items referenced in Section 1.1, or is not in the condition warranted in Section 10, shall not constitute a waiver by Buyer of Buyer's rights under Section 1.1 or of the warranties contained in Section 10.

12. CHANGES DURING TRANSACTION. Seller agrees that no changes in any existing leases shall be made, no new leases entered into, and no substantial alterations or improvements to the Property shall be made or undertaken without the written consent of Buyer.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate or other entity, the person executing this Contract on its behalf warrants his or her authority to do so and to bind Buyer or Seller.

14. COMPLETE CONTRACT. This instrument together with its addenda, any attached exhibits, and Seller Disclosures constitute the entire Contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties. This Contract cannot be changed except by written agreement of the parties.

15. DISPUTE RESOLUTION. The parties agree that any dispute or claim relating to this Contract, including but not limited to the disposition of the Earnest Money Deposit, the breach or termination of this Contract, or the services relating to this transaction, shall first be submitted to mediation in accordance with the Utah Real Estate Buyer/Seller Mediation Rules of the American Arbitration Association. Disputes shall include representations made by the parties, any Broker or other person or entity in connection with the sale, purchase, financing, condition or other aspect of the Property to which this Contract pertains, including without limitation, allegations of concealment, misrepresentation, negligence and/or fraud. Each party agrees to bear its own costs of mediation. Any agreement signed by the parties pursuant to the mediation shall be binding. If mediation fails, the procedures applicable and remedies available under this Contract shall apply. Nothing in this Section 15 shall prohibit any party from seeking emergency equitable relief pending mediation. By marking this box ☐, and adding their initials, the Buyer (), and the Seller (), agree that mediation under this Section 15 is not mandatory, but is optional upon agreement of all parties.

16. DEFAULT. If Buyer defaults, Seller may elect to either retain the Earnest Money Deposit as liquidated damages or to return the Earnest Money Deposit and sue Buyer to enforce Seller's rights. If Seller defaults, in addition to return of the Earnest Money Deposit, Buyer may elect to either accept from Seller as liquidated damages, a sum equal to the Earnest Money Deposit, or to sue Seller for specific performance and/or damages. If Buyer elects to accept the liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand. Where a Section of this Contract provides a specific remedy the parties intend that the remedy shall be exclusive regardless of rights which might otherwise be available under common law.

17. ATTORNEY'S FEES. In any action arising out of this Contract, the prevailing party shall be entitled to costs and reasonable attorney's fees.

18. DISPOSITION OF EARNEST MONEY. The Earnest Money Deposit shall not be released unless it is authorized by: (a) Section 2, Section 8.3 or Section 15; (b) separate written agreement of the parties; or (c) court order.

19. ABROGATION. Except for express warranties made in this Contract, the provisions of this Contract shall not apply after Closing.

20. RISK OF LOSS. All risk of loss or damage to the Property shall be borne by Seller until Closing.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in this transaction. Extensions must be agreed to in writing by all parties. Performance under each Section of this Contract which references a date shall be required absolutely by 5:00 PM Mountain Time on the stated date.

22. FACSIMILE (FAX) DOCUMENTS. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. If the transaction involves multiple Buyers or Sellers, facsimile transmissions may be executed in counterparts.

23. ACCEPTANCE. Acceptance occurs when Seller or Buyer, responding to an offer or counteroffer of the other: (a) signs the offer or counter where noted to indicate acceptance; and (b) communicates to the other party or the other party's agent that the offer or counteroffer has been signed as required.

24. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by ☐ AM ☐ PM Mountain Time 30 July 95, this offer shall lapse; and the Brokerage shall return the Earnest Money Deposit to Buyer.

Russell Child (Buyer's Signature) 30 July 95 (Offer Date) _____ (Buyer's Signature) _____ (Offer Date)
The above date shall be the Offer Reference Date.

(Notice Address) (Phone) (Notice Address) (Phone)

ACCEPTANCE/REJECTION/COUNTER OFFER

CHECK ONE:

☐ Acceptance of Offer to Purchase: Seller Accepts the foregoing offer on the terms and conditions specified above.

(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

(Notice Address) (Notice Address)

☐ Rejection: Seller Rejects the foregoing offer. _____ (Seller's initials) _____ (Date) _____ (Time)

☐ Counter Offer: Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached Counter Offer # _____.

PERSONAL FINANCIAL STATEMENT



TO Key Bank of Utah

Ogden

OFFICE

NAME Russell R Child		OCCUPATION Selfemployed	EDUCATION: <input checked="" type="checkbox"/> High School Graduate <input type="checkbox"/> College Graduate <input type="checkbox"/> Other	SOCIAL SECURITY NO. 529 60 2343	DATE OF BIRTH 8-16-46
HOME ADDRESS P.O. Box 481 Willard UT		CITY Willard	STATE UT	ZIP 84059	HOME PHONE NO. 801 734 0459
NAME OF EMPLOYER		ADDRESS OF EMPLOYER		CITY	STATE
CHECK APPROPRIATE BOX: <input type="checkbox"/> I am applying for individual credit in my own name, and I have listed only my income and assets below. <input type="checkbox"/> I am applying for credit jointly with my spouse. This is a statement of our combined financial condition. <input type="checkbox"/> I am applying for credit jointly with a person other than my spouse. The other person's separate financial statement is attached.					
SPOUSE: Name of spouse and employer. (Complete only if this financial statement is provided with a request for JOINT CREDIT with spouse or is SECURED by assets jointly owned with spouse.)				Name: Aldene T Child	
				Employer: Self Yrs. Empl. _____	

FINANCIAL CONDITION AS OF

7-27

1995

ASSETS					LIABILITIES					
CASH	In Key Bank	Branch	Account in Name Of	AMOUNT	CREDIT CARDS & REVOLVING ACCOUNTS	Revolving Accounts & Credit Cards Payable to: *	Amount Available	Present Balance	Monthly Payment	
	Other (Name)		Account in Name Of					\$	\$	
STOCKS AND BONDS	Listed (Schedule 1) - Schedules on Reverse Side				NOTES PAYABLE	TO KEY BANK				
	Unlisted (Schedule 1)					BRANCH				
REAL ESTATE	Improved (Schedule 2)			805,000			Real Estate Loans (from Schedule 2)			
	Unimproved (Schedule 2)					207,000				
	Trust Deeds and Mortgages Owned (Schedule 4)					Other (Itemize, Schedule 7)				
LIFE INSURANCE Net Cash Value (Schedule 3)										
ACCOUNTS AND NOTES RECEIVABLE	Relatives and Friends (Schedule 4)				TAXES PAYABLE	Income Taxes Unpaid				
	Collectible (Schedule 4) Escrow			55,000		Real Estate Taxes Unpaid				
	Doubtful (Schedule 4)				OTHER LIABILITIES	Itemize				
OTHER PERSONAL PROPERTY	Automobiles			15,000						
	Other (Itemize, Schedule 5)					Alimony, Child Support or Maintenance Obligations				
PARTNERSHIPS (Schedule 6)							Medical Bills			
							Lease Payments			
						TOTAL LIABILITIES AND PAYMENTS				
						\$207,000 \$				
						NET WORTH (Total Assets minus Total Liabilities)				
						\$688,000				
TOTAL					\$895,000					

* List all Revolving Lines of Credit and Credit cards whether balance is owing or not.

It may be helpful to refer to your Federal Income Tax Return for Previous Year to find the information requested below:

ANNUAL INCOME FOR 19		YES	NO	CONTINGENT LIABILITIES	
SALARY OR WAGES	\$			Guarantor on Notes/Contracts	\$
DIVIDENDS AND INTEREST				Cosigner on other debts	
OTHER INCOME (DESCRIBE) †				Letters of Credit or Surety Bonds	
				Other (Describe)	
TOTAL INCOME	\$			TOTAL	\$
† (Alimony, child support, or separate maintenance income need be revealed only if you wish to have it considered as a basis for repaying the credit requested)		Are you a U.S. Citizen?			

For the purpose of obtaining credit, I furnish you with the above statement and information, which is, and is shown by my books to be, a true and correct statement of my financial condition. If the above space is insufficient to provide a complete statement, I have attached additional signed sheets doing so. I agree to notify you in writing of any materially unfavorable change in my financial condition, and in the absence of such notice, or a new and full written statement, this may be considered as a continuing statement and substantially correct. Subject to the Equal Credit Opportunity Act, by accepting this application you are not obligated to extend credit even if I otherwise meet your credit-worthiness standards. I hereby certify that I have carefully read and reviewed this statement, including the reverse side hereof, and that it is a true, complete and correct statement of my financial condition as of its date and as of the date it is delivered to you.

(Sign Here)

Russell R Child
(Applicant)

DATE

(Sign Here)

Aldene T Child
(Spouse if Joint Applicant)

(Spouse if Joint Applicant)

If any schedule below is inadequate, attach separate, signed sheets.

Name Roy Bank Name Roy Bank
Branch Oakden Branch Rox

NUMBER OF SHARES	DESCRIPTION — RATE — MATURITY	IF PLEDGED TO WHOM?	ISSUED IN NAME OF	HOW HELD CODE *	TRADED: OTC: NYSE: AMEX	CHECK IF TRADING IS RESTRICTED	PRESENT MARKET VALUE
LISTED:							
1							
2							
3							
4							
UNLISTED:						TOTAL LISTED	\$
5							
6							
7							
						TOTAL UNLISTED	\$

PROPERTY NO.	LOCATION OR DESCRIPTION	I OR U	DATE ACQUIRED	COST	PRESENT VALUE	TRUST DEEDS, MORTGAGES OR OTHER LIENS			
						UNPAID BALANCE	RATE %	MONTHLY PAYMENT	HELD BY
1	1.87 Acres Riverdale	1/4	8-16-94	187,000	330,000	0			
2	16 Acres / home willard	1/4	3-15-94	200,000	265,000	37,000	7	563.00	Key Bank
3	2557 Lincoln Ave Og	U	2-1-95	197,000	210,000	170,000	10	2100.00	K/S / B&U
4									
			TOTAL						

	TITLE IN NAME OF	ANNUAL TAXES	DATE PAID THROUGH	HOW HELD CODE *	DESCRIBE IMPROVEMENTS
Property 1	Riverdale C.C.D. L.L.C.				office Building, Meck. Shop
Property 2	Russell R + Aldene T Child				Home, garage, barn
Property 3	Riverdale Auto Body CCD LLC				Auto body + paint shop
Property 4					

FACE AMOUNT	CASH SURRENDER VALUE	AMOUNT BORROWED	BENEFICIARY	OWNER OF POLICY	COMPANY

NAME(S) OF PERSON(S) OR COMPANIES WHO OWE YOU MONEY	DESCRIBE COLLATERAL (STREET ADDRESS, TYPE OF IMPROVEMENT, VALUE)	HOW HELD CODE *	MONTHS REMAINING	PAYMENT TERMS	BALANCES		ARE PAYMENTS CURRENT?
					ORIGINAL	PRESENT	
Isabel Madrigal	Home, 2143 W. 5650S. Ray	Escrow	29	\$480/mo.	55,000	54,500	yes

SCHEDULE 6: PARTNERSHIPS	NAME OF PARTNERSHIP	PURPOSE OR NATURE OF PARTNERSHIP	INDICATE WHETHER YOU ARE A GENERAL OR LIMITED PARTNER	% YOU OWN	\$ VALUE OF YOUR PARTNERSHIP INTEREST
			<input type="checkbox"/> GENERAL <input type="checkbox"/> LIMITED		
			<input type="checkbox"/> GENERAL <input type="checkbox"/> LIMITED		

NAME OF LENDER	COLLATERAL	AMOUNT OF LOAN	DATE DUE	MONTHLY PAYMENT

Addendum 9


Addendum # 1A

Transfer all Right of ways,
irrigation water, including deeded
shares, any and all other water
and ditch rights.

All mireral rights

All Personal Property left on
land after closing

Seller's agree to cleanup and
inviromental problems at their
expençe

RUSSELL R. CHILD 1-90		31-73/1240	810
420 WEST 200 NORTH			
P.O. BOX 481 PH. 734-0459			
WILLARD, UTAH 84340			
		7 27	19 95
PAY TO THE ORDER OF	<u>Merlin G. Calver Trust</u> <u>1,000.00</u>		
	<u>One thousand & ^{no} /100</u> DOLLARS		
	Key Bank of Utah Roy Office 5201 South 1900 West Roy, Utah 84067		
MEMO	<u>Russell R. Child</u>		
⑆ 124000737⑆ 220014385⑆ 0810			



REAL ESTATE PURCHASE CONTRACT

This is a legally binding Contract. Utah State Law requires that licensed real estate agents use this form, but the Buyer and the Seller may legally agree in writing to alter or delete provisions of this form. If you desire legal or tax advice, consult your attorney or tax advisor.



EARNEST MONEY RECEIPT

The Buyer Waterbury County Corporation offers to purchase the Property described below and delivers to Brokerage, as Earnest Money Deposit \$ 1.500 in the form of Waterbury County Corp. Check to be deposited within three business days after Acceptance of this offer to purchase by all parties payable to Mansell & Associates.
Mansell & Associates 499 777 Received by Shirley W. Mansell on 10/21/94 (Date)
 Brokerage Phone Number (218) 837-6126 Date is 6/26/95

Phone Number

OFFER TO PURCHASE

1. PROPERTY: Parcel # 17-016-0028+0036+Halling + ~~11.88~~ acres-22.4
City Mountain View County Water State Utah

1.1 Included Items. Unless excluded herein, this sale shall include all fixtures presently attached to the Property: plumbing, heating, air-conditioning and venting fixtures and equipment, water heater, built-in appliances, light fixtures and pucks, bathroom fixtures, curtains and draperies and rods, window and door screens, storm doors, window blinds, awnings, installed television antenna, satellite dishes and system, wall-to-wall carpets, automatic garage door opener and transmitter(s), fencing, trees and shrubs. The following personal property shall also be included in this sale and conveyed under separate Bill of Sale with warranties as to title: all accompanying (& proportional) water rights

1.2 Excluded Items. The following items are excluded from this sale

2. PURCHASE PRICE AND FINANCING. Buyer agrees to pay for the Property as follows:

\$ 1,600 Earnest Money Deposit

Existing Loan: Buyer agrees to assume and pay an existing loan in this approximate amount presently payable at \$ _____ per month including principal, interest (presently at _____ % per annum), ☐ real estate taxes, ☐ property insurance premium and ☐ mortgage insurance premium. Buyer agrees to pay any transfer and assumption fees. Seller ☐ shall ☐ shall not be released from liability on said loan. Any net differences between the approximate balance of the loan shown above and the actual balance at Closing shall be adjusted in ☐ Cash ☐ Other _____.

Proceeds from New Loan: Buyer reserves the right to apply for any of the following loans under the terms described below.

☐ Conventional ☐ FHA ☐ VA ☐ Other _____ . Seller agrees to pay \$ _____ toward Discount Points and Buyer's other loan and closing costs, to be allocated at Buyer's discretion.

☐ For a fixed rate loan: Amortized and payable over _____ years, interest shall not exceed _____ % per annum; monthly principal and interest payment shall not exceed \$ _____, or

☐ For an Adjustable Rate Mortgage (ARM): Amortized and payable over _____ years; Initial interest rate shall not exceed _____ % per annum; initial monthly principal and interest payments shall not exceed \$ _____. Maximum Life Time interest rate shall not exceed _____ % per annum.

Seller Financing: (See attached Seller Financing Addendum)

\$ 121,200 Other:

\$ 100.00 Balance of Purchase Price in Cash at Closing

2008
\$ 5,500 Total Purchase Price ± based on price of \$5,500 per acre (See Addendum # 1)
Existing/New new Application. Buyer agrees to make application loan as specified above with 15 calendar days (Application Date) after:

2. Existing/ New Loan Application. Buyer agrees to make application for a loan specified above within _____ calendar days (Application Date) after Acceptance. Buyer will have made Loan Application only when Buyer has: (a) completed, signed, and delivered to the Lender the initial loan application and documentation required by the Lender; and (b) paid all loan application fees as required by the Lender. Buyer will continue to provide the Lender with any additional documentation as required by the Lender. If, within seven calendar days after receipt of written request from Seller, Buyer fails to provide to Seller written evidence that Buyer has made Loan Application by the Application Date, then Seller may, prior to the Qualification Date below, cancel this Contract by providing written notice to Buyer. The Brokerage, upon receipt of a copy of such written notice, shall release to Seller, and Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit without the requirement of any further written authorization from Buyer. _____

2.2 Qualification. Buyer and the Property must qualify for a loan for which application has been made under section 2.1 within _____ calendar days (Qualification Date) after Acceptance. The Property is deemed qualified if, on or before the Qualification Date, the Property, in its current condition and for the Buyer's intended use, has appraised at a value not less than the Total Purchase Price. Buyer is deemed qualified if, on or before the Qualification Date, the Lender verifies in writing that Buyer has been approved as of the verification date.

2.3 Qualification Contingency. If Seller has not previously voided this Contract as provided in Section 2.1, and either the Property or Buyer has failed to qualify on or before the Qualification Date, either party may cancel this Contract by providing written notice to the other party within three calendar days after the Qualification Date, otherwise Buyer and the Property are deemed qualified. The Brokerage, upon receipt of a copy of such written notice, shall return to Buyer the Earnest Money Deposit without the requirement of any further written authorization of Seller.

3. CLOSING. This transaction shall be closed on or before Jan. 4, 1996. Closing shall occur when: (a) Buyer and Seller have signed and delivered to each other (or to the escrow/title company), all documents required by this Contract, by the lender, by written escrow instructions and by applicable law; and (b) the monies required to be paid under these documents, have been delivered to the escrow/title company in the form of cashier's check, collected or cleared funds. Seller and Buyer shall each pay one-half (1/2) of the escrow Closing fee, unless otherwise agreed by the parties. In writing. Taxes and assessments for the current year, rents, and interest on assumed obligations shall be prorated as set forth in this Section. Unearned deposits on tenancies shall be transferred to Buyer at Closing. Prorations set forth in this Section, shall be made as of 12 date of Closing ☒ date of possession ☐ Other purchase agreement first.

4. POSSESSION. Unless otherwise agreed in writing by the parties, Seller shall deliver possession to Buyer within 24 hours after Closing.

5. **CONFIRMATION OF AGENCY DISCLOSURE.** At the signing of this Contract the listing agent Carl Saunders/Wardley represents ☒ Seller ☐ Buyer, and the selling agent Karl Keen/Mancuso represents ☐ Seller ☒ Buyer. Buyer and Seller confirm that prior to signing this Contract written disclosure of the agency relationship(s) was provided to him/her. () Buyer's Initials () Seller's Initials.

6. **TITLE TO PROPERTY AND TITLE INSURANCE.** (a) Seller has, or shall have at Closing, fee title to the Property and agrees to convey such title to Buyer by general warranty deed, free of financial encumbrances as warranted under Section 10.6; (b) Seller agrees to pay for and furnish Buyer at Closing with a current standard form owner's policy of title insurance in the amount of the Total Purchase Price; (c) the title policy shall conform with Seller's obligations under subsections (a) and (b) above. Unless otherwise agreed under subsection 8.4, the commitment shall conform with the title insurance commitment provided under Section 7.

7. **SELLER DISCLOSURES.** No later than 30 calendar days after Acceptance, Seller will deliver to Buyer the following Seller Disclosures: (a) a Seller property condition disclosure for the Property, signed and dated by Seller; (b) a commitment for the policy of title insurance required under Section 6, to be issued by the title insurance company chosen by Seller, including copies of all documents listed as Exceptions on the Commitment; (c) a copy of all loan documents relating to any loan now existing which will encumber the Property after Closing; and (d) a copy of all leases affecting the Property not expiring prior to Closing. Seller agrees to pay any title commitment cancellation charge under subsection (b).

8. GENERAL CONTINGENCIES. In addition to **Qualification** under Section 2.2 this offer is: (a) subject to Buyer's approval of the content of each of the items referenced in Section 7 above; and (b) ☒ ☐ is not subject to Buyer's approval of an inspection of the **Property**. The inspection shall be paid for by Buyer and shall be conducted by an individual/company of Buyer's choice. **Seller agrees to fully cooperate with such inspection and a walk-through inspection under Section 11 and to make the Property available for the same.**

8.1 Buyer shall have 111 calendar days after Acceptance in which to review the content of Seller Disclosures, and, if the inspection contingency applies, to complete and evaluate the inspection of the Property and to determine, if, in Buyer's sole discretion, the content of all Seller Disclosures (including the Property Inspection) is acceptable.

8.2 If Buyer does not deliver a written objection to Seller regarding a Seller Disclosure or the Property Inspection within the time provided in subsection 8.1 above, that document or inspection will be deemed approved or waived by Buyer.

8.3 If Buyer objects, Buyer and Seller shall have seven calendar days after receipt of the objections to resolve Buyer's objections. Seller may, but shall not be required to, resolve Buyer's objections. If Buyer's objections are not resolved within the seven calendar days, Buyer may void this Contract by providing written notice to Seller within the same seven calendar days. The Brokerage, upon receipt of a copy of Buyer's written notice, shall return to Buyer the Earnest Money Deposit without the requirement of any further written authorization from Seller. If this Contract is not voided by Buyer, Buyer's objection is deemed to have been waived. However, this waiver does not affect those items warranted in Section 11.

8.4 Resolution of Buyer's objections under Section 8.3 shall be in writing and shall be specifically enforceable as covenants of this Contract.

9. SPECIAL CONTINGENCIES. This offer is made subject to: conditions in Addendum A

The terms of attached Addendum # A are incorporated into this Contract by this reference.

10. SELLER'S LIMITED WARRANTIES. Seller's warranties to Buyer regarding the condition of the Property are limited to the following:

- 10.1 When seller delivers possession of the Property to Buyer, it will be broom-clean and free of debris and personal belongings;
- 10.2 Seller will deliver possession of the Property to Buyer with the plumbing, plumbed fixtures, heating, cooling, ventilating, electrical and sprinkler systems, appliances and fireplaces in working order;
- 10.3 Seller will deliver possession of the Property to Buyer with the roof and foundation free of leaks known to Seller;
- 10.4 Seller will deliver possession of the Property to Buyer with any private well or septic tank serving the Property in working order and in compliance with governmental regulations;
- 10.5 Seller will be responsible for repairing any of Seller's moving-related damage to the Property;
- 10.6 At Closing, Seller will bring current all financial obligations encumbering the Property which are assumed in writing by Buyer and will discharge all such obligations which Buyer has not so assumed; and
- 10.7 As of Closing, Seller has no knowledge of any claim or notice of an environmental, building or zoning code violation regarding the Property which has not been resolved.

11. VERIFICATION OF WARRANTED AND INCLUDED ITEMS. Before Closing, Buyer may conduct a "walk-through" inspection of the Property to determine whether or not items warranted by Seller in Section 10.1, 10.2, 10.3 and 10.4 are in the warranted condition and to verify items included in Section 1.1 are presently on the Property. If any item is not in the warranted condition, Seller will correct, repair or replace it as necessary or, with the consent of Buyer, escrow an amount at Closing to provide for such repair or replacement. The Buyer's failure to conduct a "walk-through" inspection, or to claim during the "walk-through" inspection that the Property does not include all items referenced in Section 1.1, or is not in the condition warranted in Section 10, shall not constitute a waiver by Buyer of Buyer's rights under Section 1.1 or of the warranties contained in Section 10.

12. CHANGES DURING TRANSACTION. Seller agrees that no changes in any existing leases shall be made, no new leases entered into, and no substantial alterations or improvements to the Property shall be made or undertaken without the written consent of the Buyer.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate or other entity, the person executing this Contract on its behalf warrants his or her authority to do so and to bind Buyer or Seller.

14. COMPLETE CONTRACT. This instrument together with its addenda, any attached exhibits, and Seller Disclosures constitute the entire Contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties. This Contract cannot be changed except by written agreement of the parties.

15. DISPUTE RESOLUTION. The parties agree that any dispute or claim relating to this Contract, including but not limited to the disposition of the Earnest Money Deposit, the breach or termination of this Contract, or the services relating to this transaction, shall first be submitted to mediation in accordance with the Utah Real Estate Buyer/Seller Mediation Rules of the American Arbitration Association. Disputes shall include representations made by the parties, any Broker or other person or entity in connection with the sale, purchase, financing, condition or other aspect of the Property to which this Contract pertains, including without limitation, allegations of concealment, misrepresentation, negligence and/or fraud. Each party agrees to bear its own costs of mediation. Any agreement signed by the parties pursuant to the mediation shall be binding. If mediation fails, the procedures applicable and remedies available under this Contract shall apply. Nothing in this Section 15 shall prohibit any party from seeking emergency equitable relief pending mediation. By marking this box ☐, and adding their initials, the Buyer (), and the Seller (), agree that mediation under this Section 15 is not mandatory, but is optional upon agreement of all parties.

16. DEFAULT. If Buyer defaults, Seller may elect to either retain the Earnest Money Deposit as liquidated damages or to return the Earnest Money Deposit and sue Buyer to enforce Seller's rights. If Seller defaults, in addition to return of the Earnest Money Deposit, Buyer may elect to either accept from Seller as liquidated damages, a sum equal to the Earnest Money Deposit, or to sue Seller for specific performance and/or damages. If Buyer elects to accept the liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand. Where a Section of this Contract provides a specific remedy the parties intend that the remedy shall be exclusive regardless of rights which might otherwise be available under common law.

17. ATTORNEY'S FEES. In any action arising out of this Contract, the prevailing party shall be entitled to costs and reasonable attorney's fees.

18. DISPOSITION OF EARNEST MONEY. The Earnest Money Deposit shall not be released unless it is authorized by: (a) Section 2, Section 8.3 or Section 15; (b) separate written agreement of the parties; or (c) court order.

19. ABROGATION. Except for express warranties made in this Contract, the provisions of this Contract shall not apply after Closing.

20. RISK OF LOSS. All risk of loss or damage to the Property shall be borne by Seller until Closing.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in this transaction. Extensions must be agreed to in writing by all parties. Performance under each Section of this Contract which references a date shall be required absolutely by 5:00 PM Mountain Time on the stated date.

22. FACSIMILE (FAX) DOCUMENTS. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. If the transaction involves multiple Buyers or Sellers, facsimile transmissions may be executed in counterparts.

23. ACCEPTANCE. Acceptance occurs when Seller or Buyer, responding to an offer or counteroffer of the other: (a) signs the offer or counter where noted to indicate acceptance; and (b) communicates to the other party or the other party's agent that the offer or counteroffer has been signed as required.

24. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by ☐ AM ☐ PM Mountain Time _____, 19____, this offer shall lapse; and the Brokerage shall return the Earnest Money Deposit to Buyer.

(Buyer's Signature) _____

(Offer Date) 6-21-95

(Buyer's Signature) _____

(Offer Date) _____

The above date shall be the Offer Reference Date.

(Notice Address) _____

(Phone) _____

(Notice Address) _____

(Phone) _____

ACCEPTANCE/REJECTION/COUNTER OFFER

CHECK ONE:

☒ Acceptance of Offer to Purchase: Seller accepts the foregoing offer on the terms and conditions specified above.

(Seller's Signature) John E. Saunders, Sr. Pfs
Saunders Investment Co.

(Date) 6/27/95

(Time) _____

(Seller's Signature) _____

(Date) _____

(Time) _____

(Notice Address) _____

(Notice Address) _____

☐ Rejection: Seller Rejects the foregoing offer. _____ (Seller's Initials) _____ (Date) _____ (Time)

☐ Counter Offer: Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached Counter Offer # _____.

DOCUMENT RECEIPT

State Law requires Broker to furnish Buyer and Seller with copies of this Contract bearing all signatures. (One of the following alternatives must therefore be completed).

☐ I acknowledge receipt of a final copy of the foregoing Contract bearing all signatures:

SIGNATURE OF SELLER

John E. Saunders, Sr. Pfs
Saunders Investment Co.

Date

SIGNATURE OF BUYER

[Signature]

Date

☐ I personally caused a final copy of the foregoing Contract bearing all signatures to be mailed on _____, 19____ by certified Mail and return receipt attached hereto to the ☐ Seller ☐ Buyer, Sent by _____

Seller's Initials () Date _____

Buyer's Initials () Date _____

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, JUNE, 1993



ADDENDUM/COUNTER OFFER
NO. 10
TO
REAL ESTATE PURCHASE CONTRACT

Page 1 of 1



THIS IS AN ☒ ADDENDUM ☐ COUNTER OFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 6/10/76, 1976, between Wabers County Corporation as Buyer, and Wabers County Corporation as Seller. The following terms are hereby incorporated as part of the REPC, and to the extent that they modify or conflict with any provisions of the REPC, including all prior addenda and counter offers, these terms shall control. All other terms of the REPC, including all prior addenda and counter offers, not modified shall remain the same:

1- Closing date to be extended to January 11, 1976
due to illness in Wabers County
employees (Hill) and extra time needed to help
Wabers Investment Co. with it's survey needs.

☐ Seller ☒ Buyer shall have until _____ ☐ A.M. ☐ P.M. Mountain Time _____, 19____, to accept the terms of this ADDENDUM/COUNTER OFFER in accordance with the provisions of Section 23 of THE REPC. Unless so accepted, the offer as set forth in this ADDENDUM/COUNTER OFFER shall lapse.

X _____ 1/3/76
☐ Buyer ☒ Seller Signature _____ Date _____ Time _____ ☐ Buyer ☐ Seller Signature _____ Date _____ Time _____

ACCEPTANCE/REJECTION/COUNTER OFFER

CHECK ONE:

☒ **ACCEPTANCE** of ADDENDUM/COUNTER OFFER: ☐ Seller ☐ Buyer hereby accepts the terms of this ADDENDUM/COUNTER OFFER.

☐ Buyer ☐ Seller Signature _____ Date _____ Time _____ ☐ Buyer ☐ Seller Signature _____ Date _____ Time _____

☐ **REJECTION:** ☐ Seller ☐ Buyer rejects the foregoing ADDENDUM/COUNTER OFFER.
 _____ (Initials) _____ (Date) _____ (Time).

☐ **COUNTER OFFER:** ☐ Seller ☐ Buyer presents as a counter offer the terms set forth on the attached Counter Offer # _____.

BONNEVILLE TITLE COMPANY
1483 EAST RIDGELINE DRIVE, SUITE 200
SOUTH OGDEN, UTAH 84405

ESCROW SETTLEMENT STATEMENT
SELLER'S COPY

FILE NO 43055-4W
ESCROW NO 43055-4W
DATED 01/11/96
PRORATED TO 01/12/96

BUYER: WEBER COUNTY CORPORATION
SELLER: SAUNDERS INVESTMENT COMPANY, a Limited Partnership
BROKER: MANSELL AND ASSOCIATES, WARDLEY BETTER HOMES
PROPERTY ADDRESS: NOT AVAILABLE,
SELLERS MAILING ADDRESS: 2422 NORTH 2000 WEST, CLINTON, UT 84015
TYPE OF TRANSACTION: B/S

PURCHASE PRICE.....	\$ 126,555.00
INSURANCE: BUYER TO PROVIDE OWN FIRE INSURANCE COVERAGE.....	\$
TOTAL PURCHASE PRICE AND CREDITS DUE SELLER.....	\$ 126,555.00

LESS CREDITS TO BUYER

TOTAL CREDITS TO BUYERS.....	\$ 0.00
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NET EQUITY BEFORE EXPENSES.....	\$ 126,555.00
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EXPENSES OF THE SELLER

COMMISSION TO MANSELL AND ASSOCIATES.....	\$ 6,327.75
COMMISSION TO WARDLEY BETTER HOMES.....	\$ 6,327.75
TITLE INSURANCE TO BONNEVILLE TITLE COMPANY.....	\$ 700.00
CLOSING FEE TO BONNEVILLE TITLE COMPANY.....	\$ 100.00
Roll-Back Taxes #19-016-0036.....	\$ 2,405.02
Roll-Back Taxes #19-016-0028.....	\$ 4,216.87
Property Transfer Fee.....	\$ 25.00
TOTAL EXPENSES FOR SELLER.....	\$ 20,102.39

NET DUE TO SELLER.....	\$ 106,452.61
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The undersigned, by the signing of this document, hereby acknowledge receipt of a copy of the same, and further understand and agree that documents will NOT be recorded, and that funds will NOT be disbursed until Bonneville Title Co. has received cleared funds as stipulated in Section 31A-23-307(2), Utah Code.


CLOSING OFFICER


General Partner, Saunders Investment Co.
SELLERS



OPTION

KNOW ALL MEN BY THESE PRESENTS:

That Glen N. Dickmore of Weber Co. Utah hereinafter referred to as "Seller, hereby agrees for and in consideration of FIVE THOUSAND DOLLARS (Dollars) paid by Common Securities of Equities Partners of Salt Lake County, Utah hereinafter referred to as "Buyer", as follows:

1. **PROPERTY:** Seller hereby gives and grants to Buyer and to his heirs and assigns for a period of 24 months from the date hereof, hereinafter referred to as "First Option Period", the exclusive right and privilege of purchasing the following described real property located at 1500 West 2700 North Pleasant View City, County of Weber, State of Utah, and more particularly described as follows:

Parcel # 19-016-0032 Approx. 39.6 Acres

Together with all water rights appurtenant thereto or used in connection therewith.
(Said real property and improvements, if any, shall hereinafter be referred to as "The Property".)

2. **PRICE.** The total purchase price for said property is two hundred Seventy thousand Eight hundred (\$217,800) Dollars, payable in lawful money of the United States, strictly within the following times, to-wit. All sums paid for this option and any extension thereof as herein provided, shall be first applied on the purchase price, and the balance shall be paid as follows:

CASH due at closing.

3. **EXTENSION OF OPTION.** Upon payment by Buyer to Seller of an additional sum of Five thousand (\$5,000.00) Dollars, cash or by cashier's check, prior to the expiration of the first option period, this option shall be extended for 24 months, hereinafter referred to as "Second Option Period". Upon Buyer's payment to Seller of a further sum of Five thousand (\$5,000.00) Dollars, prior to the expiration of the second option period, this option shall be extended for a third period of 24 additional months, hereinafter referred to as "Third Option Period".
4. **EXERCISE OF OPTION.** This option shall be exercised by written notice to Seller on or before the expiration of the first option period, or if extended, the expiration of the second or third option periods as the case may be. Notice to exercise this option or to extend the option for a second or third option period, whether personally delivered or mailed to Seller at his address as indicated after Seller's signature hereto, by registered or certified mail, postage prepaid, and postmarked on or before such date of expiration, shall be timely and shall be deemed actual notice to seller.

5. **EVIDENCE OF TITLE.**

- (a) Promptly after the execution of this option, Seller shall deliver to Buyer for examination such abstracts of title, title policies, and other evidences of title as the Seller may have. In the event this option is not exercised by Buyer, all evidences of title shall be immediately returned without expense to Seller.
- (b) In the event this option is exercised as herein provided, Seller agrees to pay all abstracting expense or at Seller's option to furnish a policy of title insurance in the name of the Buyer.
- (c) If an examination of the title should reveal defects in the title, Buyer shall notify Seller in writing thereof, and Seller agrees to forthwith take all reasonable action to clear the title. If the Seller does no clear title within a reasonable time, Buyer may do so at Seller's expense.

224 225

EXHIBIT A

PIPER JAFFRAY	COMMON SECURITIES & EQUITIES, INC.	1061
	PENS PLAN U/A DATED 4-15-84 2875 S. MAIN, SUITE 201 SALT LAKE CITY, UT 84115	7/20 1996 3-5/310
PAY TO THE ORDER OF <u>Clon N. Dickman</u>		\$ 4356 ⁰⁰
<u>Four thousand three hundred fifty Six</u>		DOLLARS
PROVIDENT NATIONAL BANK 17TH & CHESTNUT STREETS PHILA PA		
MEMO <u>19 016 0032</u>	<u>Joe Wright</u>	
⑈03⑈000053⑈ 6600256228⑈		21061

225

EXHIBIT 3

Addendum 12



July 30, 1996

Glen Dickemore
3800 North Highway 89
Pleasant View, UT 84404

Dear Glen:

As you know, I have been anxiously seeking an opportunity to visit with you concerning your property in Pleasant View. I feel that the proposal being offered by my client to all of the land owners in that area would also be of great benefit to you.

I am working for an investor that is interested in developing a large area of land in Pleasant View. His plans match those of the Master Plan for Pleasant View City. He has the drive, desire and resources to make a great success of the project. I have a great deal of experience in the real estate industry. I understand real estate values and the tax laws, especially those pertaining to capital gains from real estate sales.

In my attempt to determine the ownership of all the properties in that area, it was necessary to access all facts in the recorder's office and the court records. I was told that there had been a judgment rendered concerning the Dickemore properties. I was advised by the court clerk that the file was at the judges' office and that I would be able to review it there with his secretary. The judge just happened to be present and kindly explained his decisions to me. I understand that this may be the cause for some negative feelings and I am sorry if it seems that I overstepped my bounds. I did not intentionally seek out the judge for any information. All I sought was access to the public records. I would like to apologize for any miscommunication or misunderstanding that this has caused.

Please give me the opportunity to discuss the proposed development of the Parkland Business Center in Pleasant View. I am confident that you will be impressed with the plans and proposals of my investor. Call me at (801) 476-7070 or (801) 476-1110 to arrange an appointment or if you have any questions. I look forward to hearing from you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Carl R. Saunders".

Carl R. Saunders
Sales Executive

226
EXHIBIT C

5120 Washington Blvd., South Ogden, Utah 84405 (801) 476-7070 Office (801) 476-7074 Fax

Addendum 12

**IN THE SECOND JUDICIAL DISTRICT COURT, STATE OF UTAH
WEBER COUNTY, OGDEN DEPARTMENT**

DELBERT M. DICKEMORE and,
DONNA PENROD, Trustees of the
Dickemore Family Revocable Trust,

Plaintiff (s),

vs.

GLEN N. DICKEMORE and,
MYRLA K. DICKEMORE, Trustees
of the Glen N. & Myrla Dickemore
Trust,

Defendant (s).

D E C I S I O N

Case No. 940900453 PR
Judge W. Brent West

The above entitled matter came on regularly for trial on July 22 and 23, 1995. Trial was held before the Honorable W. Brent West, District Judge. The plaintiffs were present in court and represented by their attorney, William Critchlow. The defendants were present in court and represented by their attorney, Merlin G. Calver. Witnesses were called and testimony was taken. As a result, the Court makes the following Findings of Facts:

FINDINGS OF FACTS

1. The plaintiffs and defendants are residents of Pleasant View, Utah.
2. The plaintiffs and the defendants are family members. They are brothers and sisters.
3. The brothers are Delbert, Glenn and Roland.
4. Plaintiffs and defendants were given, through their parents, personal property and certain parcels of real estate located on Weber County, State of Utah.
5. The parties' parents also set up a trust.
6. The trust contains a provision that disinherits anyone who contests the trust.
7. Delbert and Roland seek to have the trust provision invoked against Glenn.
8. There are 5 parcels of real estate.
9. The parcels have water rights.
10. The parcels are not easily divisible.
11. The parents did not provide for the distribution of the property.
12. The parties are at issue over how the real and personal property should be divided.
13. Although the parties do not agree on how the property should be divided, they do agree that they do not want to sell the property and divide the proceeds. The land, in question, has been in their family for years.
14. All parties have used property in which all parties claim an ownership interest.

15. Parties have received funds from the use of the property.

16. These funds were obtained during the period of 1992-94.

17. Those funds have not been distributed.

18. The accounting of those funds breaks down as follows:

Income	Total	D/s 1/3
Lease payment for sign	\$ 1,080.00	\$ 360.00
Income for hay and grass	\$ 7,500.00	\$ 2,500.00
Misc. claims (Backhoe, fertilizer, aluminum, gravel, well pump, etc.	\$ 2,079.68	\$ 2,079.68
Total	\$10,659.68	\$ 4,939.68
Offsets		
Payments to defendants	\$ 1,769.00	\$ 1,769.00
Payments not distributed by defendants	\$ 726.00	\$ 726.00
Backhoe overcharge	\$ 260.00	\$ 260.00
Property taxes	\$ 1,700.00	\$ 566.00
Water assessment	\$ 2,062.50	\$ 682.50
Total	\$ 6,517.50	\$ 4,003.50
BALANCE DUE DEFENDANTS		\$ 936.18

19. The total value of the five parcels of real estate, the parties interest in the sale of the family home and the value of all the tools, farm equipment and machinery and personal property is \$258,745.00.

20. These values break down as follows:

Parcel #1	\$48,000.00
Parcel #2	\$32,000.00
Parcel #3	\$70,000.00
Parcel #4	\$38,000.00
Parcel #5	\$ 1,500.00
Tools, etc.	\$23,295.00
Water rights	\$ 7,000.00
Family Home	\$38,950.00 (Total value is \$77,900.00 but, the brothers are entitled to only 1/2 interest.

21. The parties incurred \$1,400.00 in appraisal costs.

22. The parents home was sold to Monty A. and Vicky L. Young.

23. The deed to that sale has been placed in the court.

24. There were closing costs incurred in the sale of the parents' home.

Based on the above findings of facts, the Court now makes the following
Conclusions of Law.

CONCLUSION OF LAW

1. Each brother should receive 1/3 of the total value.
2. One-third of the total value is \$86,248.33.
3. Each party receives a different amount of acreage. As such, the water rights are divided in the same ratio as each party's acreage.
4. In order to accomplish the desired distribution, the parties are awarded the following property:

A. Delbert is awarded parcel #2 (\$32,000.00) and a portion of parcel #3 (\$46,200.00). He is also awarded the tractor (\$5,600.00), the front end loader (\$1,800.00) and the scraper (\$300.00). Delbert's water rights have a value of \$1,400.00.

This gives Delbert \$87,800.00 in property. His fair share is \$86,248.33. This is a difference of \$1,551.67. In order to equalize the distributions, Delbert will have to pay \$1,551.67 as a cash offset.

B. Roland is awarded a portion of parcel #3 (\$23,800.00) and parcel #4 (\$38,000.00). Roland is also awarded all rights to the well, located on the parcel with the family home. Roland is responsible for all clean-up that may be required on parcel #4. He is also awarded the balance of the tools (\$14,595.00). Roland's water rights have a value of \$1,400.00.

Roland's share totals \$78,295.00. His fair share is also \$86,248.33. This leaves a deficit of \$7,953.33. This amount should be made up from all three brothers' share of the proceeds obtained from the sale of the family home.

C. Glenn is awarded parcel #1 (\$48,000.00). He is also awarded the bailer (\$1,000.00). Glenn is also awarded a permanent easement to maintain access to his property. Glenn's water rights have a value of \$4,200.00.

Glenn's share totals \$53,700.00. His fair share is also \$86,248.33. That leaves a deficit of \$32,548.33. That amount should also come from the three brothers'

share of the proceeds obtained from the sale of their parents home.

5. All parties are ordered to cooperate and deliver whatever documents are necessary to transfer appropriate easements and water rights that accompany all the parcels.

6. Although previously ordered sold, parcel #5 couldn't be sold. It contains easements, pipes, sewers, water lines, etc. that belong to all parties. As such, parcel #5 is neither divisible nor sellable. Each party has an undivided interest in the entire parcel. Each party is awarded a \$500.00 interest. This \$500.00 is included in the amounts described in Conclusion of Law #4, above.

7. The proceeds from the sale of the family home are to be used to equalize the distribution of assets so that each party has \$86,248.33.

8. On their cross claim, the defendants are awarded \$936.18.

9. The parties are to share the appraisal costs, of the parcels, equally. This comes to \$466.67 each.

10. These parties are also to bear their fair share of the closing costs on the sale of their parents home. Their share of the closing costs should be divided equally. This might result in an over-all reduction of their net proceeds. The deed and other paperwork, to the sale, can be processed immediately.

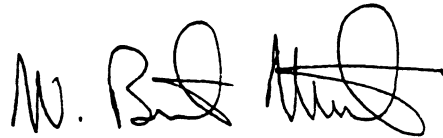
11. No one party has been totally responsible for the inability of all the parties to reach an agreement under the trust.

12. Each party, to a certain degree, is responsible for the inability of all parties to reach agreement on the division of property.

13. No party should be disinherited under the provisions of the trust.

14. Each party will bare their own attorney's fees and costs

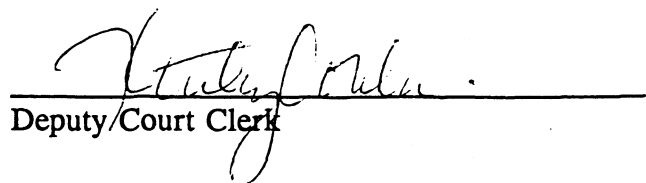
DATED this 29th day of July, 1996.



W. Brent West
District Court Judge

CERTIFICATE OF MAILING

I hereby certify that I have mailed a true and correct copy of the foregoing Decision to WILLIAM J. CRITCHLOW, Attorney for Plaintiffs, at 2610 Washington Boulevard, P. O. Box 107,. Ogden, UT 84402, and to MERLIN G. CALVER, Attorney for Defendants, at 2650 Washington Boulevard, Ogden, UT 84401; postage prepaid, dated this 29th day of July, 1996.



Deputy Court Clerk

RETURN TO:

CHASE MANHATTAN MORTGAGE CORPORATION
1500 NORTH 19TH STREET
MONROE, LA 71201

[Space Above This Line For Recording Data]

State of Utah

204241

DEED OF TRUST

FHA Case No.

521-3859639 703

LOAN NO. 030-453216

THIS DEED OF TRUST ("Security Instrument") is made on **FEBRUARY 22, 1996**. The Grantor is
MONTY A. YOUNG AND VICKY L. YOUNG, HUSBAND AND WIFE

("Borrower"). The trustee is **BRYAN C. ROBINSON, A LICENSED ATTORNEY**

("Trustee"). The beneficiary is **CHASE MANHATTAN MORTGAGE CORPORATION, A DELAWARE CORPORATION**

which is organized and existing under the laws of **THE STATE OF DELAWARE**, and whose
address is **4915 INDEPENDENCE PARKWAY, TAMPA, FLORIDA 33634-7540**

("Lender"). Borrower owes Lender the principal sum of
SEVENTY SEVEN THOUSAND SIX HUNDRED EIGHTY SIX AND 00/100

Dollars (U.S. \$ **77,686.00**).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for
monthly payments, with the full debt, if not paid earlier, due and payable on **MARCH 01, 2026**

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals,
extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the
security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security
Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale,
the following described property located in **WEBER** County, Utah:

**ENTIRE LEGAL DESCRIPTION ATTACHED HERETO AND BY THIS REFERENCE
MADE A PART HEREOF.**

E# 1389760 BK1793 PG403
DOUG CROFTS, WEBER COUNTY RECORDER
23-FEB-96 423 PM FEE \$22.00 DEP PL
REC FOR: ASSOCIATED TITLE

which has the address of **3810 NORTH HIGHWAY 91, PLEASANT VIEW**
Utah **84414** [Zip Code] ("Property Address");

[Street, City],

 -4R(UT) (8505)

FHA Utah Deed of Trust - 5/95

VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 8


512UT8A8000453216



Addendum 14

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall deal with the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage or deficiency as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note;

Fifth, to late charges due under the Note.

W/12/14

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are

4R(UT) (9505)

Page 3 of 8

MAG 11/14

E# 1389760 BK1793 PG405

Addendum 14

referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment defaults to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the Note secured thereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option and notwithstanding anything in paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.



12. **Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9.b. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. **Borrower's Copy.** Borrower shall be given one conformed copy of this Security Instrument.

16. **Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. **Foreclosure Procedure.** If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the power of sale is invoked, Trustee shall execute a written notice of the occurrence of an event of default and of the election to cause the Property to be sold and shall record such notice in each county in which any part of the Property is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the county clerk of the county in which the sale took place.

W/Hg W

18. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

19. **Substitute Trustee.** Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

20. **Request for Notices.** Borrower requests that copies of the notices of default and sale be sent to Borrower's address which is the Property Address.

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21. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

☐ Condominium Rider

☐ Planned Unit Development Rider

☐ Graduated Payment Rider

☐ Growing Equity Rider

☐ Other [Specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Monty A. Young (Seal)
MONTY A. YOUNG -Borrower

Vicky L. Young (Seal)
VICKY L. YOUNG -Borrower

(Seal)
-Borrower

(Seal)
Borrower

STATE OF UTAH,

Weber

County ss:

The foregoing instrument was subscribed and sworn to and acknowledged before me this 23rd day of February, 1996 by Monty A. Young and Vicky L. Young

My Commission Expires:

June 1, 1998

James D. Wells
Notary Public

Residing at:

Willard, UT
E# 1389760 BK1793 PG408

U2MP -4R(UT) (0505)

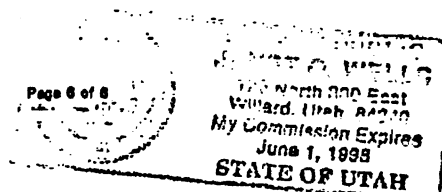


Exhibit "A"

Part of the Southwest Quarter of Section 24, Township 7 North, Range 2 West, Salt Lake Base and Meridian. Beginning at the Southeast corner of the Roland Dean Dickmore property located South 00°26'20" West along the West line of said Section 24, 884.53 feet and South 89°33'40" East 1597.51 feet from the Northwest corner of said Southwest Quarter and running thence North 59°41'00" East 104.05 feet; thence South 46°23'00" East 91.57 feet; thence South 54°15'11" West 36.87 feet; thence South 35°44'49" East 18.43 feet; thence North 54°15'11" East 40.33 feet; thence South 46°23'00" East 54.76 feet to the Northeast corner of the Glen Dickmore property; thence South 47°54'00" West along said property line 155.45 feet; thence North 29°35'00" West 89.97 feet; thence South 59°47'36" West 217.80 feet to the Northeasterly Highway right of way line; thence North 29°35'00" West along said right of way line 100.00 feet; thence North 59°41'00" East 217.80 feet to the point of beginning.

SUBJECT TO a 30 foot drainage easement as disclosed in Survey.

SUBJECT TO a 16.5 foot easement for ingress and egress as disclosed in Survey.

ET 13 760 BK 1793 PG 409